

## **APPENDIX RECORDING**

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**APPENDIX RECORDING  
(Recording, Message Processing And  
Provision Of Interexchange Carrier Transported  
Message Detail Appendix)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

**2. DEFINITIONS**

- 2.1 “**Access Usage Record (AUR)**” - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 “**Assembly and Editing**” - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 “**Billing Company**” - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 “**Billable Message**” - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 “**Centralized Message Distribution System (CMDS)**” - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC-13STATE and the Billing Company.
- 2.6 “**Data Transmission**” - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 2.16 “**Service Switching Point (SSP)**” - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 “**Recording Company**” - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 “**Switching Control Point (SCP)**” - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 “**800 SCP Carrier Access Usage Summary Record (SCP Record)**” - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 “**Terminating Local Exchange Carrier Company**” - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for **CLEC** carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by **CLEC**.

- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to **CLEC**.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to **CLEC** in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, **CLEC** will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to **CLEC**.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided **CLEC** and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to **CLEC** except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by **CLEC**, **SBC-13STATE** will forward those messages to **CLEC**.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to **CLEC** for its use in billing access to the IXC.

#### **4. BASIS OF COMPENSATION**

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by **CLEC** in accordance with this agreement on a reciprocal, no-charge basis. **CLEC** agrees to provide any and all Summary Usage Records (SURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the

guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

## 5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When **SBC-13STATE** is notified that, due to error or omission, incomplete data has been provided to **CLEC**, **SBC-13STATE** will make reasonable efforts to locate and/or recover the data and provide it to **CLEC** at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to **CLEC**. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to **CLEC**.
- 5.3 If, despite timely notification by **CLEC**, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to **CLEC** shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 **SBC-13STATE** will not be liable for any costs incurred by **CLEC** when **CLEC** is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.
- 5.5 **CLEC** agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by **CLEC**, its customers or end users. Except for **SBC-13STATE**'s sole negligence, **CLEC** shall defend against all End Users' claims just as if **CLEC** had provided such service to its End Users with its own employees.

- 5.6 **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(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 **CLEC** also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by **CLEC** when this data is accessed and used by a third party.

## 6. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

**EXHIBIT I  
SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

**EXPLANATION OF SERVICE OPTIONS****ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL  
AND ACCESS USAGE RECORDS**

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from **CLEC** end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to **CLEC**.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from **CLEC** end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to **CLEC**.

**ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE  
DETAIL AND ACCESS USAGE RECORDS**

- Option #4:** **CLEC** Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **CLEC**. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to **CLEC**.
- Option #5:** **CLEC** Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for **CLEC**. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to **CLEC**.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

**800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

**Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

**800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)**

**Option #9:** This option has been withdrawn.

**Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

**TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

**Option #11:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

**Option #12:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

**Option #13:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

**Option #14:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

**Option #15:** Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

**MESSAGE PROVISIONING**

**Option #16:** The Recording Company will forward all IXC transported message detail records or access usage records to **CLEC** generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. **CLEC** forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

**EXHIBIT II**

**INVOICE DESIGNATION**

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive billable messages daily.)

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive AURs daily.)

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

# APPENDIX RESALE

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**APPENDIX RESALE****1. INTRODUCTION**

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **CLEC**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 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 any other applicable limitations or restrictions and any other applicable limitation or restriction that has been approved subject to 3.1 below. **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. The three-tier discount structure will be made available upon written request from **CLEC**.
- 2.2 **SBC-13STATE** will offer products and services to **CLEC** for resale pursuant to 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.
- 2.5 Intentionally left blank

### 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. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users. **CLEC** does not waive and, by executing this Agreement, is not estopped from arguing, before an appropriate forum, that any such resale restriction contained in **SBC-13STATE** end user tariffs, but not specifically and explicitly set forth herein as to a particular Telecommunications Service, is unreasonable, contrary to applicable law, and should not apply.
- 3.2 **CLEC** shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), **CLEC** shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 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 only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).

- 3.4.1 **CLEC** may only resell special needs services” as identified in associated state specific tariffs 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. Further, 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.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **SBC-13STATE** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **SBC-13STATE** retail for the same “special needs service,” the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an **SBC-13STATE** company, **CLEC** must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. **CLEC** is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-13STATE** tariff for any "special needs service" it resells to any End User beginning on the date that **CLEC** submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-13STATE** retail tariff requirements.
- 3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an **SBC-13STATE** company, or if the applicant does not currently have local telephone service, **CLEC** is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **SBC-13STATE** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).
- 3.4.2 This section applies only to **SBC-SWBT**: **AM-WI**, **AM-OH** and **AM-IN**
- 3.4.2.1 **CLEC** may only resell **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** low income assistance services, e.g. LifeLine and Link-Up

services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent **CLEC** resells services that require certification on the part of the End User, **CLEC** shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving **SBC-SWBT, AM-WI, AM-OH and AM-IN** LifeLine and/or Link-Up benefit, the existing **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR will carry the appropriate service indicator. **CLEC** may view this indicator on the **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR, **CLEC** must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. **CLEC** is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT, AM-WI, AM-OH and AM-IN** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that **CLEC** submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with **SBC-SWBT, AM-WI, AM-OH and AM-IN** or if the applicant does not currently have local telephone service, **CLEC** is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

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

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

3.4.3.2 When an End User is currently receiving **PACIFIC**, **SNET** or **SBC-AM-IL** LifeLine or Link-Up service, the existing **PACIFIC**, **SNET** or **SBC-AM-IL** Customer Service Record (CSR) will carry the appropriate service indicator. **CLEC** may view this indicator on the CSR.

3.4.3.3 **CLEC** may obtain LifeLine or Link-Up indicator data from **PACIFIC**, **SNET** or **SBC-AM-IL**'s existing retail CSR for the End User for the sole purpose of enabling **CLEC** to determine whether the End User may be eligible for any similar program(s) **CLEC** may offer.

3.4.3.3.1 **CLEC** is exclusively responsible for all aspects of any similar **CLEC**-offered program, including ensuring that any similar **CLEC**-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of **CLEC**'s End User or applicants are eligible to participate in such programs, submitting **CLEC**'s claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no **PACIFIC**, **SNET** or **SBC-AM-IL** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **PACIFIC**, **SNET** or **SBC-AM-IL**.

3.4.4 This section applies only to **NEVADA**:

3.4.4.1 **NEVADA** low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. **CLEC** has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish **CLEC**'s own low income assistance service(s). At the end of the 90 day period, **CLEC** is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. **CLEC**

will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 When an End User is currently receiving **NEVADA** LifeLine or Link-Up service, the existing **NEVADA** Customer Service Record (CSR) will carry the appropriate service indicator. **CLEC** may view this indicator on the CSR.

3.4.4.3 **CLEC** may obtain LifeLine or Link-Up indicator data from **NEVADA**'s existing retail CSR for the End User for the sole purpose of enabling **CLEC** to determine whether the End User may be eligible for any similar program(s) **CLEC** may offer.

3.4.4.4 **CLEC** is exclusively responsible for all aspects of any similar **CLEC**-offered program, including ensuring that any similar **CLEC**-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of **CLEC**'s End User or applicants are eligible to participate in such programs, submitting **CLEC**'s claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4.5 If no **NEVADA** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **NEVADA**.

### 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 **CLEC** shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).
- 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 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.
- 3.11.1 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.
- 3.11.2 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)."
- 3.11.3 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.
- 3.11.4 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.
- 3.12 If **CLEC** is in violation of a provision of this Attachment, **SBC 13-STATE** will notify **CLEC** of the violation in writing. Such notice must describe the violation and refer to the specific provision being violated. At such time, **CLEC** will have thirty (30) days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will then bill **CLEC** for the charges, if any, which should have been collected by **SBC 13STATE**. Should **CLEC** dispute the violations, it must notify **SBC 13-STATE** in writing within fourteen (14) days of receipt of notice from **SBC 13-STATE**. Disputes will be

resolved as outlined in the Dispute Resolution Section of the Interconnection Agreement.

- 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, if any.
- 3.14 This section applies only to **SWBT-KS** and **SWBT-TX**:
- 3.14.1 **CLEC** may convert current **SWBT-KS** 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 or Texas, and
- 3.14.2 **SWBT-KS** and **SWBT-TX** and any other reseller of **SWBT-KS** 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** 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** 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.
- 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** or **SWBT-TX** or any other local service provider reselling **SWBT-KS** or **SWBT-TX** local service.
- 3.14.4.3 If another reseller of **SWBT-KS** 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** or **SBC-TX** has no responsibilities in such a situation, and **CLEC** further agrees that it will not make any Claim against **SWBT-KS** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS** or **SWBT-TX** local service of any **CLEC** End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS** and **SWBT-TX** in connection with CSP Contract Conversions

3.14.5.1 **SWBT-KS** 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** 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** or **SWBT-TX**.

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-IN**, **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 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.

#### 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 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all **CLEC** End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. **SBC-13STATE** will include the listing information for **CLEC**'s customers for Resale services in **SWBT**'s White Pages directory data base in the same manner as it includes listing information for **SWBT**'s end user customers.
- 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.

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 in **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 **SBC-13STATE** 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 **CLEC**, in which event **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** subscriber 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 subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, **CLEC** may provide to **SBC-13STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-13STATE** will deliver the remaining directories included in **CLEC**'s order in bulk to an address specified by **CLEC**.

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 1/8<sup>th</sup> page in each directory (where **CLEC** has or plans to have local telephone exchange customers) for **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 1/8<sup>th</sup> 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 consistent with the change in laws provision of GT&C’s. **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.
- 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** - 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** 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 **SBC-AMERITECH** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of **CLEC** specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of **CLEC** when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 5.4.3 **SBC-2STATE** (California and 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.

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 (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 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 – Until technically feasible, 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 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.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by SBC-13STATE. All Parties agree to abide by the procedures contained therein.

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, as amended by SBC-13STATE. All Parties agree to abide by the procedures contained therein.

7.4 SBC-13STATE will provide CLEC with detailed billing information necessary for CLEC to issue 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, within sixty (60) calendar days of the expected effective date of such change.
- 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 **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 **CLEC** of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to **CLEC** information on all 1+ alerts. **CLEC** understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of **CLEC** to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to **CLEC** a non-exclusive right to use the information provided by **PACIFIC**. **CLEC** will not permit anyone but its duly authorized employees or agents to inspect or use this information. **CLEC** agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

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

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to **CLEC** or to any other person or entity for **PACIFIC**’s actions or the conduct of

its employees in providing TARS to **CLEC**. **CLEC** shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with **CLEC**'s use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.8 This section applies only to **PACIFIC**:

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

## 8. RESPONSIBILITIES OF 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 SBC-13STATE, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, SBC-13STATE shall charge CLEC 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. **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; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” **CLEC** agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**’s sole discretion, so long as **SBC-13STATE** provides **CLEC** no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **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 and billed 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 and billed 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 **CLEC** will provide 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 all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

## **APPENDIX SS7**

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**APPENDIX SS7**  
**APPENDIX FOR THE PROVISION OF SS7 SERVICE**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable 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 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

**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-13STATE** 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-8STATE** 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 **CLEC** and controls which messages may be allowed by the **SBC-13STATE** 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-13STATE**'s STP.

## 2.3 Dedicated Signaling Links

- 2.3.1 Dedicated Signaling Links provide interconnection to **SBC-13STATE**'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-13STATE** 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 an **SBC-13STATE** 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-13STATE** STP to which the link is connected. Dedicated Signaling Links are available to **CLEC** 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-13STATE** 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 an **SBC-13STATE** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-13STATE** 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 **CLEC** shall provide the portion of the signaling link from the **CLEC** premises within the LATA to the **SBC-13STATE** 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-13STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-13STATE** 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-13STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-13STATE** 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** (California and Nevada) PUB L-780023-**SBC-2STATE** (California and Nevada) 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-13STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-13STATE**.

## 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-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** add a Signaling Point Code (SPC), **CLEC** will identify to **SBC-13STATE** 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** (California and Nevada).

2.9.6 **CLEC** will notify **SBC-13STATE** 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 **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** (California and Nevada), SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** (California and Nevada) network to a third party without requiring a trunking connection by a third party with **SBC-2STATE** (California and Nevada).
- 2.10.4 In such instance as **CLEC** utilizes **SBC-13STATE**'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-13STATE** 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-13STATE** SS7 network: **SBC-13STATE** Local Switching or Tandem Switching; **SBC-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

## 2.12 Interface Requirements

2.12.1 **SBC-13STATE** 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.

2.12.3 **SBC-13STATE** 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-13STATE** STPs. **SBC-13STATE** shall provide information to **CLEC** on the routes and signaling point codes served by the **SBC-13STATE** 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-13STATE** “regional” STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-13STATE** “regional” STP pair to another **SBC-13STATE** STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-13STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-13STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-13STATE** pairs of STPs, until ordered. When **SBC-13STATE** 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-13STATE** 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-13STATE** 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-13STATE** to allow **SBC-13STATE** to translate **SBC-13STATE** 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-13STATE** 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-13STATE**'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-13STATE** facility availability and the degree of diversity in both the **SBC-13STATE** 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-13STATE** 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-13STATE**'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-13STATE** 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-13STATE** 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** (California and Nevada) PUB L780023-**SBC-2STATE** (California and Nevada).

### 3.5 Use of the STP

- 3.5.1 When **CLEC** orders **SBC-13STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by **CLEC** is needed. The **SBC-13STATE** Local Switch will use the **SBC-13STATE** SS7 signaling network.

## 4. **RESPONSIBILITIES OF SBC-13STATE**

- 4.1 **SBC-13STATE** 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-13STATE or CLEC facilities, natural disasters, mass calling or national security demands.

- 4.2 SBC-13STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-13STATE signaling points.
- 4.3 SBC-13STATE shall define regional functions and local functions of its STPs. SBC-13STATE will route ISUP messages within the SBC-13STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-13STATE shall route messages generated by the action of CLEC throughout the SBC-13STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-13STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-13STATE signaling network. SBC-13STATE will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the SBC-13STATE 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-13STATE the SPC(s) associated with the CLEC set of links.
- 5.2 CLEC shall identify to SBC-13STATE the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an SBC-13STATE Subsystem Number (SSN), CLEC shall use the SBC-13STATE defined SSN designation of the SBC-13STATE 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-13STATE signaling network.
- 5.5 CLEC shall furnish to SBC-13STATE, 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-13STATE shall utilize the forecast in its own efforts to project further facility requirements.

- 5.6 **CLEC** shall inform **SBC-13STATE** 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-13STATE**'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-13STATE** 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 by **SBC-7STATE's** STP.

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** (California and Nevada).

### 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 all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

**APPENDIX FOR ACCESS**

**TO SBC COMMUNICATION INC.'S STRUCTURE**

**(POLES, CONDUITS, AND RIGHTS OF WAYS)**

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13-STATE STRUCTURE ACCESS AGREEMENT  
TO POLES, CONDUITS, AND RIGHTS-OF-WAY

This Agreement dated \_\_\_\_\_, 2003, is made by and between the “Parties,” identified as SBC Communications Inc. (covering 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, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin), hereinafter referred to as “SBC,” and Origin Communications-Midwest, LLC (Origin), a limited partnership, hereinafter referred to as “Attaching Party”.

This Agreement shall apply to the state of Illinois.

**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 Origin.
- 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, L.P. d/b/a 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, **PACIFIC** 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 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

2.13.2 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 access to SBC-13STATE’s Structure. 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.

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

- 4.1 Effective Date. This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003, 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. 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. 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.
- 4.6 Effect of Elective Termination. 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.
- 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 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 governmental 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 WARRANTIES 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.
- 8.6 Indemnification for Environmental Claims.
- 8.6.1 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
- 8.6.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.6.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- 8.6.2 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.

- 8.6.3 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.
- 8.6.4 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.
- 8.7 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:
- 8.7.1 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
- 8.7.2 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.
- 8.8 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. 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-13STATE** 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.

- 8.9 **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 9.5 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 9.5. 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 except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.

- 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 The Overlashing entity must enter into an agreement with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
  - 11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
  - 11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.
  - 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 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.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** 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 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** 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 Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 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), 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), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit 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.

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

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

12.5.1 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

12.5.2 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.

12.6 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**

13.1 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 for the following purposes:
- 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, at **SBC-13STATE**'s option:

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

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.

14.4 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, at **SBC-13STATE**'s option:

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

## 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. Notwithstanding the foregoing, 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.
- 16.1.1 **SBC-PACIFIC ONLY**-In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.
- 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
- 16.6 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.
- 16.6.1 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.
- 16.6.2 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. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**’s authorized employee or representative.
- 16.6.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

## 17. ACCESS TO RECORDS

- 17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**’s Structure. 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 information currently available on the **SBC-13STATE**'s 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 receive 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. 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 must 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 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 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 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 be 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** 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 Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may overlap 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 article.

**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 rearrange at Attaching Party's expense.

**25. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

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

- 25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.
- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and

other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

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

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

#### 25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-**

**13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- 25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

## 26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

- 26.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

- 26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

## 27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is

presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-**

**13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.

- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of **SBC-13STATE**'s Facilities. No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

## 28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility

is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.

- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in

connection with the removal, storage, delivery, or other disposition of the removed facilities.

## **29. RATES, FEES, CHARGES, AND BILLING**

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

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Agreement. **SBC-13STATE** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

## **30. PERFORMANCE AND PAYMENT BONDS**

30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and

other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

### 31. NOTICES

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

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

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

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

If to Attaching Party:

Executive Vice President, Operations  
Origin Communications-Midwest, LLC  
2 N. LaSalle Street  
Suite 1615  
Chicago, IL 60602

If to SBC:

Contract Administration  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Four SBC Plaza  
Dallas, TX 75202

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

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

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

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

SBC COMMUNICATIONS, INC.

By:

---

Signature of SBC's Authorized Officer/Employee

---

Name of SBC's Authorized Officer/Employee (Printed or Typed)

---

Position/Title of SBC's Authorized Officer/Employee

---

Date

---

City and State of Execution by SBC

---

Attaching Party's Name (Printed or Typed)

---

Signature of Attaching Party's Authorized Officer/Employee

---

Name of Authorized Officer/Employee (Printed or Typed)

---

Position/Title of Authorized Officer/Employee

---

Date

---

City and State of Execution by Attaching Party

# APPENDIX UNE

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**APPENDIX UNE  
(UNBUNDLED NETWORK ELEMENTS)**

**1. INTRODUCTION**

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs (including CLEC) seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. SBC-13STATE will provide access to UNEs under the terms and conditions described below. SBC-13STATE is prohibited by FCC Rule and shall not separate requested network elements that are currently combined. There is no effective rule requiring SBC-13STATE to combine network elements that are not already combined. However, this issue is pending before the US Supreme Court in Iowa Utilities Board v. FCC. The parties agree to the extent that an effective Order of the US Supreme Court results in a modification of existing law with respect to SBC-13STATE's obligation to combine network elements that are not already combined, the Parties shall incorporate such changes into this agreement within 30 days of the effective date. The Parties agree that throughout this agreement, the term UNE also refers to Combinations of UNEs as defined in this introductory paragraph.
- 1.2 For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

**2. GENERAL TERMS AND CONDITIONS**

- 2.1 SBC-13STATE and CLEC shall agree to connect CLEC's facilities (or facilities not owned by CLEC but under CLEC's control) with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service; provided, CLEC shall certify to SBC-13STATE that the third party facility(ies) shall be used only for the purposes permitted by this Agreement, and CLEC shall remain primarily obligated for all duties and responsibilities under this Agreement.
- 2.2 SBC-13STATE will provide CLEC nondiscriminatory access to UNEs at any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

- 2.2.1 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 In a manner that allows **CLEC** to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
- 2.2.3 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.4 With technical information regarding **SBC-13STATE's** network facilities to enable **CLEC** to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.5 Without limitations, restrictions, or requirements on requests that would impair **CLEC's** ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.6 In a manner that allows **CLEC** purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.7 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b));
- 2.2.8 Only to the extent it has been determined that these elements are required by the “necessary” and “impair” standards of the Act (Act, Section 251 (d)(2));
- 2.2.9 Except upon request, **SBC-13STATE** shall not separate requested network elements that **SBC-13STATE** currently combines. (47 CFR § 51.315 (b)).
- 2.3 As provided for herein, **SBC-13STATE** will permit **CLEC** exclusive use of an unbundled network facility for a period of time, and when **CLEC** is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time. (47 CFR § 51.309 (c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs consistent with 47 CFR § 51.309 (c), and as provided for in this Agreement.
- 2.5 Except to the extent specifically allowed and provided for by Applicable Law, and where technically feasible, the quality of the UNE and access to such UNE

shall be at least equal to what SBC-13STATE provides itself (47 CFR § 51.311 (a), (b)) or any subsidiary, affiliate, or other party that is a Telecommunications Carrier.

- 2.6 Each party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of SBC-13STATE.
- 2.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.
- 2.9 SBC-13STATE will provide existing combinations of network elements to CLEC consistent with SBC-13STATE's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SBC-13STATE in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, SBC-13STATE will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the appropriate service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Sections 2.10 and 2.11 below.
- 2.10 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than as specified in Section 2.9 above.
- 2.11 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC-13STATE Network Elements required to convert a SBC-13STATE end-user customer or a CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC-13STATE (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to a CLEC OS/DA platform from the relevant SBC-

13STATE local switch, including CLEC's payment of all applicable charges to establish that routing.). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC-13STATE local switch. SBC-7STATE will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC-7STATE end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

### 3. ACCESS TO UNES

3.1 SBC will provide access to UNES that are currently available within its network, as required by law.

3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide CLEC with access to UNES and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE UNES which CLEC may then combine. The methods listed below provide CLEC with access to UNES without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Central Office Based UNES. Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNES within a requested SBC-13STATE Central Office. CLEC's ability to access and combine UNES include, but are not necessarily limited to, the following methods. Additional methods may be proposed by CLEC via the BFR process set forth in this Agreement.

#### 3.2.1.1(Method 1)

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

#### 3.2.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNES that require cross connection to CLEC's UNE frame located in the common room space, within the same Central Office where the UNES which are to be combined are located.

### 3.2.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to CLEC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property. Method 3 is only available when space is not available for Method 1 and 2.

3.2.2 Intentionally omitted.

3.2.3 Prior to SBC-13STATE providing access to UNEs under this Appendix, CLEC and SBC-13STATE shall provide each other with a point of contact for overall coordination.

3.2.4 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.5 SBC-13STATE identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SBC-13STATE premises will be granted only to CLEC employees with such identification.

3.2.6 CLEC shall designate each network element being ordered from SBC-13STATE. CLEC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.7 SBC-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.

3.2.8 CLEC shall make arrangements for its own administrative telecommunication service (e.g. POTS service) at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in SBC-13STATE equipment areas.

3.2.9 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs via Method 2, above.

3.2.9.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).

3.2.9.2 SBC-13STATE will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE will ensure that the first CLEC obtaining Access to UNEs in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.

3.2.9.3 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

#### 4. BONA FIDE REQUEST

4.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a “Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.”

#### 4.2 ITEM I

##### SBC-SWBT, SBC-AMERITECH, NEVADA Bona Fide Request Process

4.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

4.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

- 4.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 4.2.4 CLEC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 4.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA's preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 4.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 4.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 4.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

- 4.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 4.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.
- 4.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 4.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to **CLEC** a BFR Quote.
- 4.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, **CLEC** must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If **SBC-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. **CLEC** shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by **CLEC**).
- 4.2.12 Unless **CLEC** agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 4.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

**4.3\***     **Item II**  
**SNET Bona Fide Request Process**

- 4.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:
- 4.3.2 Section 4.2.1 is amended to add the following: **CLEC** may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 4.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, **CLEC**'s approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into

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\* Section 4.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

Rebundling of Telephone Company Network Elements, August 17, 1998.

- 4.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
- 4.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
- 4.3.2.4 If the request is covered by one of the conditions listed above, SNET will make these items generally available.
- 4.3.3 Section 4.2.4 and 4.2.5 are amended as follows: No charges apply for SNET to prepare the Preliminary Analysis.
- 4.3.4 Section 4.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SNET after SNET submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for SNET to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SNET receives the written notice of cancellation from CLEC. However, if SNET receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SNET or the estimate in the BFR Quote plus twenty percent (20%).
- 4.3.5 Section 4.2.7 is amended as follows: SNET will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SNET will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once SNET has received a complete and accurate BFR Application Form.
- 4.3.6 SNET will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
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- 4.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

#### 4.4 **Item III**

##### **Pacific Bona Fide Request Process**

- 4.4.1 The Bona Fide Request provisions set forth in Item I of Section 4 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:
- 4.4.2 Section 4.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which **CLEC** may request **PACIFIC** to provide **CLEC** access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of **CLEC**'s request.
- 4.4.3 Section 4.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 4.4.4 Section 4.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to **CLEC** a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. **CLEC** acknowledges that an earlier “yes” response will not include high level

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\* Section 4.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

costs. The costs will be sent by the 30<sup>th</sup> calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54<sup>th</sup> calendar day).

4.4.5 If the BFR is denied, PACIFIC will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.

4.4.6 If PACIFIC refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 5. ADJACENT LOCATION

- 5.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions under which PACIFIC offers the Adjacent Location Method.
- 5.2 The Adjacent Location Method allows CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a PACIFIC Central Office as identified by PACIFIC. Under this method PACIFIC UNEs will be extended to the adjacent location, via copper cabling provided by CLEC, which CLEC can then utilize to provide Telecommunications Service.
- 5.3 This method requires CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the PACIFIC Central Office. CLEC shall provide enough slack for PACIFIC to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 5.4 CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 5.5 The following terms and conditions apply when PACIFIC provides the adjacent location:
-

- 5.5.1 **CLEC** is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 5.6 The installation interval applies on an individual application basis. **CLEC** is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 5.7 **CLEC** will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where **CLEC** requests connection.
- 5.8 **CLEC** will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 5.9 **CLEC** should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 5.10 **CLEC**'s employees, agents and contractors will be permitted to have access to **CLEC**'s cable where it is delivered to **PACIFIC** (outside the entrance manhole). **CLEC** is only able to enter the entrance manhole to splice under a duct lease agreement. If **CLEC** leases ducts to get to the Central Office then **CLEC** has the right to splice the manholes on the route, including the entrance manhole.
- 5.11 In order for **PACIFIC** to identify the entrance manhole for **CLEC**, **CLEC** must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, **CLEC** will pay for the construction on an Outside Plant Custom Work Order.
- 5.12 **CLEC** will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 5.13 **CLEC** will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in **CLEC**'s facility.
- 5.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of **CLEC**. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

- 5.15 Prior to PACIFIC providing the Adjacent Location Method in this Appendix, CLEC and PACIFIC shall provide each other with a single point of contact for overall coordination.
- 5.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

## 6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (SBC-12STATE) or by tariff (SNET).
- 6.2 SBC-12STATE will permit CLEC to connect its local loop to customers' inside wiring through SBC-12STATE's NID. CLEC must establish the connection to SBC-12STATE's NID through an adjoining NID deployed by CLEC. In this instance, CLEC provides the cross-connect between the CLEC NID and the customer's side of the SBC-12STATE NID and there is no charge to CLEC by SBC-12STATE.
- 6.3 CLEC may connect to the customer's inside wire at the SBC-12STATE NID, as is, at no charge to CLEC. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC-12STATE based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. SBC-12STATE, at the request of CLEC, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC may provide its own NID, and
- (1) connect directly with the end user's inside wire, or
  - (2) connect with the end user's inside wire via SBC-12STATE's NID where necessary.

- 6.5 Upon the request of CLEC, SBC-13STATE will place a NID equipped with a half ringer device, if one is not present, and CLEC will pay all costs associated with the placement except when SBC-13STATE is dispatched on a repair, maintenance, or installation visit to the premise by CLEC. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, SBC 13STATE will charge CLEC for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in SBC 13STATE network, SBC-13STATE will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to CLEC.
- 6.6 Upon request, SBC-12STATE will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 6.7 CLEC shall not attach to or disconnect SBC-12STATE's ground. CLEC shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

## 7. LOCAL LOOP

- 7.1 Pursuant to the applicable FCC rule, the local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User customer premises, including inside wire owned by SBC-13STATE. The local loop Network Element includes all features, functions and capabilities of such transmission facility. Those features, functions, and capability include, but are not limited to, dark fiber, attached electronics (except those electronics used in the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.
- 7.3 The loop network element includes all features, functions and capabilities of the transmission facilities, owned by SBC-13STATE, between SBC-13STATE's Main Distribution Frame or equivalent in the central office and the loop demarcation point at the customer premise.
- 7.4 Consistent with the requirements of the FCC's UNE Remand Order ¶167, in order for CLEC to secure access to the loop's full functions and capabilities, SBC-13STATE shall, in certain instances, condition loops to attain such functionality and capabilities at the rates, terms, and conditions set forth in Appendix Pricing. The instances when loop conditioning is required are set forth in Appendix DSL.

7.5 ~~SBC-12STATE~~ will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on for the following:

7.5.1 2-Wire Analog Loop

7.5.1.1 A 2-Wire analog loop is a voice grade transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.5.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) ~~SBC-12STATE~~ will, where available, move the requested unbundled Loop(s) to a spare, existing Physical loop or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, ~~SBC-12STATE~~ will within forty-eight hours (48), excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of facilities.

7.5.2 4-Wire Analog Loop

7.5.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.5.3 2-Wire Digital Loop

7.5.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps currently supports usable bandwidth up to 160 Kbps.

7.5.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps currently supports usable bandwidth up to 1.544 Mbps.

7.5.5 DSL-Capable Loop (See Appendix DSL)

## 8. SUB-LOOP ELEMENTS

8.1 CLEC is entitled to the unbundling of any Subloop at any point determined by any state to be Technically Feasible. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff. An accessible terminal is any point on the loop where the technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. SBC-13STATE shall provide CLEC non-discriminatory access to the Subloop Network Element at accessible terminals in SBC-13STATE's outside plant, including but not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the Main Distribution Frame, the Remote Terminal, and the feeder/distribution interface.

8.1.1 Terms and conditions for subloop shall be as stated per the FCC's UNE Remand Order and as ordered by the Department in Docket Nos. 00-05-06 and 00-12-15. This Agreement shall be amended in accordance with the Intervening Law Section of the General Terms and Conditions following the later of the issuance or effective date of the tariff filed in compliance with the Department's order.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

- 8.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.
  - 8.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.
  - 8.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
  - 8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.
  - 8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.
  - 8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
  - 8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
  - 8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 8.3 **SBC-12STATE** will offer the following subloop types:
- 8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
  - 8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

- 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 8.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
  - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
  - the Main Distributing Frame (MDF),

- the Terminal (underground or aerial).

8.8 **CLEC** may request access to the following twisted-pair copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface*	Terminal
4. Serving Area Interface or Feeder Distribution Interface*	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. SPOI (Single Point of Interface)**	Stand Alone

\* May be located at Remote Terminal.

\*\* Provided using the BFR Process. In addition, if **CLEC** requests an Interconnection Point which has not been identified, **CLEC** will need to submit a BFR.

8.9 High Capacity Subloops

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 **CLEC** may request access to the following high-capacity subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. CO Point of Termination (POT)	Remote Terminal
2. Remote Terminal	NID

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 and the Supplemental Clarification Order, June 2, 2000 in Docket No. 96-98 (“In the

Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), as may be herein after amended, modified, supplemented or clarified, including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.1 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

8.11.2 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-12STATE switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the SBC-12STATE Subloop portion of CLEC's service before reporting trouble to SBC-12STATE.

8.12.3 SBC12-STATE shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, CLEC may place a LSR for subloops at this location. Prices at which SBC-12STATE agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, SBC-13 STATE repair forces will restore

service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, SBC-13STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

### 8.13 Subloop Access Arrangements

- 8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or at CLEC's option, will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC-12STATE subloop network.
- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, SBC-12STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. CLEC will review and concur before SBC-13STATE proceeds. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and SBC-13STATE to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC-12STATE will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.13.
- 8.13.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC-12STATE technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into SBC-12STATE's interconnection point.
- 8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than CLEC expects to use.
- 8.13.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal. In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.
- 8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATE for removal of their facilities from the SAA.

## 8.14 Subloop Access Arrangement (SAA) Access Points

### 8.14.1 SAI/FDI or Terminal

8.14.1.1 **CLEC** cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. **CLEC**'s Aerial cables should be aircore.

8.14.1.2 **CLEC** may elect to place their cable to within 3 feet of the pad and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI.

8.14.1.3 **CLEC** may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI, which **SBC-12STATE** will splice to the **CLEC** cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points- When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the terminal or to construct an adjacent termination facility to accommodate **CLEC**'s facilities for which **CLEC** will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing **CLEC** to terminate it's cable at the SAI/FDI.

## 8.15 RT (for DS3 Subloop)

8.15.1 **CLEC** may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.15.2 **CLEC** may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the **CLEC** cable at the meet point.

## 9. ENGINEERING CONTROLLED SPLICE (ECS)

- 9.1 Although under no obligation to do so, as a voluntary offering, SBC-13STATE will also make available an Engineering Controlled Splice (ECS) for CLEC to gain access to subloops at remote terminals. This voluntary service is made available to CLEC as a means of accessing the sub-loop in a manner in addition to FCC requirements.
- 9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) as set forth in Section 9.13 above.
- 9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC-13STATE will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC-13STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.
- 9.2.3 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. SBC-13STATE will construct and own the engineering controlled splice.
- 9.2.4 If a second CLEC obtains space in an SAA with the new copper interface point at the ECS within two (2) years of the initial construction, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper, shall be reimbursed in equal proportion to remuneration received from the second CLEC for the space or lines used by the requesting carrier, unless the originally requested work must be discarded because of exhaust. Such reimbursement to CLEC will be made within one hundred and twenty (120) days of the second CLEC's cable being terminated in the ECS. If SBC-13STATE constructs space or places facilities beyond that requested to meet CLEC's request, SBC-13STATE shall be responsible for such additional costs.

- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days, or a date agreed to by the Parties, before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-13STATE** will not begin any construction of the ECS until **CLEC** has provided proof that it has obtained the necessary right of way as defined in Section 9.13.
- 9.2.7 In the event **CLEC** disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from **CLEC** of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by **CLEC** upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.3 **CLEC** will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).
- 9.3.1 Dedicated Facility Option (DFO)
- 9.3.1.1 **CLEC** may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to **CLEC**'s SAA facility. This facility will be “dedicated” to **CLEC** for subsequent subloop orders.
- 9.3.1.2 **CLEC** must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.
- 9.3.1.3 **CLEC** will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to **CLEC** between the ECS and the SAI.
- 9.3.2 Cross-connected Facility Option (CFO)

- 9.3.2.1 CLEC may request SBC-13STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
- 9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-13STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-13STATE cabling.
- 9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. CLEC will designate which loops will be used for SBC-13STATE voice service associated with line shared subloops.
- 9.3.2.4 CLEC will compensate SBC-13STATE for the charges incurred by SBC-13STATE on a time and material basis derived from CLEC's request for the SCA.

## 10. PACKET SWITCHING

- 10.1 SBC-13STATE will provide CLEC unbundled packet switching if all of the following conditions are satisfied:
- 10.1.1 SBC-13STATE has deployed Digital Subscriber Line Access Multiplexers ("DSLAMS") in Remote Terminals defined as Cabinets, Controlled Environmental Vaults ("CEVs") and/or Huts.
- 10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 10.1.3 SBC-13STATE has not permitted a requesting carrier to deploy DSLAM at the remote terminal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 10.1.4 SBC-13STATE has deployed packet switching capability for its own use.

## 11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability is defined as:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ~~SBC-13STATE~~ customers, such as a telephone number, white page listing, and dial tone.

11.1.3.2 access to OS/DA and 9-1-1;

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex; and

11.1.3.4 any technically feasible customized routing of OS, DA, and/or local traffic in ~~SBC-7STATE~~;

11.1.3.5 blocking/screening; and

11.1.3.6 recording functions.

11.1.4 ~~SBC-7STATE~~ shall provide its standard non-branded recorded announcements and call progress tones to alert callers of call progress and disposition. ~~CLEC~~ will use the BFR process to request exclusions of or modifications to existing announcements, or to request unique announcements.

### 11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all ~~CLEC~~ traffic. Specific terms and conditions relating to Unbundled Local Switching -Interim Shared Transport (ULS-

IST) for SBC-AMERITECH is available in the Merger Conditions Appendix.

- 11.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for SBC-7STATE. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.
- 11.2.3 ULS as provided by SBC-7STATE and SBC-AMERITECH (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 11.2.4 At SBC-13STATE's discretion, upon not less than sixty (60) days' written notice to CLEC, SBC-13STATE may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to CLEC's serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which SBC-13STATE can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SBC-13STATE has satisfied each of the following conditions.
- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SBC-13STATE offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
  - b) In the Exception Territory where SBC-13STATE elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.
- 11.2.4.1 In determining whether SBC-13STATE may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that SBC-13STATE provides to CLEC through pre-ordering process.

11.2.4.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which SBC-13STATE may exercise its rights under this Section.

### 11.3 Customized Routing

11.3.1 Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.

### 11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (SBC-7STATE) and Section 18 of the Connecticut Service Tariff for SNET. See specific pricing for ULS-IST (SBC-AMERITECH) in the Merger Conditions Appendix.

### 11.5 Switch Ports

11.5.1 In SBC-7STATE, a Switch Port is a termination point in the end office switch which includes the central office switch hardware and software required to access all features, functions and capabilities of the local switch, as technically feasible. The charges for Switch Ports are reflected in state specific Appendix Pricing. The Switch Port charge includes the charges for cross connection to the Main Distribution frame or DSX panel, and will permit the transmission or receipt of information over the SBC-7STATE local switching network or other networks that are interconnection with the SBC-7STATE network.

#### 11.5.1.1 Line Switch Ports – SBC-7STATE

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications. When CLEC orders a currently combined Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

- 11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.
- 11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.
- 11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling. When CLEC orders a currently combined Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.

#### 11.6.1.2 Trunk Side Switch Ports – SBC-7STATE

- 11.6.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.
- 11.6.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.
- 11.6.1.2.3 DS1 Trunk Port\_is a trunk side DS1 interface intended for digital PBX business applications.
- 11.6.1.2.4 The Input/Output (I/O) Port provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports requested by CLEC and not otherwise available shall be priced through the Bona Fide Request Process. This

means that **CLEC** does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

- 11.6.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.
- 11.6.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

## 12. SHARED TRANSPORT

- 12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.
- 12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that **CLEC** subscribes to for the purpose of delivering traffic from/to a **CLEC** End User as set forth below.
- 12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.
- 12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.
- 12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.
- 12.1.2 **SBC-AMERITECH** provides to **CLEC** subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").
- 12.1.3 ULS-ST permits the **CLEC** to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH**

switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

- 12.1.4 All **CLEC** local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local **CLEC** traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.
- 12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after **CLEC** purchases ULS-ST.
- 12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. **CLEC** will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

## 12.2 Tandem Switching

12.2.1 Tandem Switching is defined as:

- 12.2.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,
- 12.2.1.2 the basic switching function of connecting trunks to trunks; and

- 12.2.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- 12.2.2 Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different CLEC (e.g., between a CLEC end office and the end office of another CLEC).
- 12.2.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.2.4 SBC-13STATE will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.
- 12.2.5 To the extent that SBC-7STATE manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow for CLEC traffic.
- 12.2.6 Where SBC-13STATE provides the Local Switching Network element and the Tandem Switching Network element to CLEC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.
- 12.2.7 The charges for Tandem Switching are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

### 13. INTEROFFICE TRANSPORT

- 13.1 The Interoffice Transport (IOT) network element is defined as SBC-12STATE interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned or controlled by SBC-12STATE, or CLEC, or between switches owned or controlled by SBC-12STATE or CLEC. IOT will be provided only where such facilities exist. Other than as specifically set out elsewhere in this agreement, SNET does not

offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a **CLEC** owned or provided switch. The Parties agree that UDT may not be used to replace access services for end users that are not **CLEC**'s local subscribers. **SBC-13STATE** shall not restrict the type or jurisdiction of traffic originated by or terminating to **CLEC**'s local subscribers that **CLEC** may place on UDT facilities.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to **CLEC** at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

13.3.3 If requested by **CLEC**, **SBC-12STATE** shall provision Unbundled Dedicated Transport over existing **SBC-12STATE** SONET facilities which are not otherwise being used by **SBC-12STATE** to provide service. **SBC-12STATE** is not required to construct additional SONET facilities to satisfy **CLEC**'s request for Unbundled Dedicated Transport.

13.3.4 UDT includes the following elements:

13.3.4.1 Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers.

13.3.4.2 Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to a location designated by **CLEC**.

13.3.4.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade, including optical multiplexing (i.e., DS1/DS3/OC3/OC12/OC48) as an option on an unbundled basis.

13.3.4.4 Other Optional features are outlined in Appendix Pricing.

#### 13.4 Diversity

13.4.1 When requested by **CLEC** and only where such interoffice facilities exist at the time of the **CLEC** request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by **CLEC** shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for **CLEC** specific diversity, **SBC-12STATE** will advise **CLEC** of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until **CLEC** accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until **CLEC** accepts the additional charges.

#### 13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by **CLEC** shall be subject to additional charges as outlined in pricing schedule appendix.

#### 13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as an option with the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by **CLEC** shall be subject to additional charges as outlined in pricing schedule appendix.

#### 13.7\* **PACIFIC**

##### 13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC**

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\* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

will be a willing participant in CLEC's efforts to midspan join an UDT Facility ordered from PACIFIC with one of the same ordered by the CLEC from the neighboring ILEC. It is the responsibility of CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of PACIFIC existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: PACIFIC will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within PACIFIC territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 PACIFIC's current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

## 14. DARK FIBER

### 14.1 General

- 14.1.1 Dark fiber is spare fiber that has not been activated through connection to the electronics that “light it”, and thereby rendering it capable of carrying communications services. (FCC UNE Remand Paragraph 174.) Other than as specifically set out elsewhere in this agreement, SNET does not offer Dark Fiber under this agreement. Rather, Dark Fiber is to CLECs available as described in Section 18.2.1E of the Connecticut Service Tariff.
- 14.1.2 If lightguide cables physically appear at a remote terminal or customer premises (end user) even if not terminated on a fiber optic terminal, those fibers shall be inventoried as “spare.”
- 14.1.3 Spare Dark Fiber is fiber that is spliced in all segments, point to point but not working. The loop fiber segment can be a segment between the serving central office and a remote terminal or a serving central office directly to a customer premise, and as set forth below in Loop Fiber. Interoffice dark fiber is a segment between two Central Offices. Spare fibers do not include fibers set aside and documented for SBC-13STATE’s forecasted growth, defective fibers, nor fibers subscribed to by other carriers.
- 14.1.4 Maintenance spares shall be calculated by segment. No competitive local exchange carrier can obtain any more than 25% of the spare dark fiber contained in the segment. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 2 strands. Before fibers are ordered, SBC-13STATE must have an executed Interconnection Agreement with CLEC providing for Dark Fiber.

### 14.2 Interoffice Dark Fiber

- 14.2.1 SBC13-STATE will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different SBC13-STATE Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent, in the CO. SBC13-STATE will offer its dark fiber to CLEC when CLEC has collocation space in both SBC-13STATE CO’s where the fibers terminate.

14.2.2 ~~SBC-13STATE~~ will provide CLEC with the ability to connect interoffice dark fiber. In each ~~SBC-13STATE~~ tandem or end office that serves as the point of termination for each interoffice dark fiber segment, ~~SBC-13STATE~~ will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, 13STATE will provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.

14.2.3 CLEC will submit dark fiber facility inquiry, giving CLEC's specific point to point (A to Z) dark fiber requirements. If the dark fiber is available, CLEC may place Access Service Request (ASR) for ordering. In order to secure dark fiber, CLEC must place ASR request for available dark fiber. Dark Fiber will be assigned to CLEC when an ASR is processed. Inquiry facility checks do not reserve Dark Fiber. When CLEC submits a Dark Fiber inquiry, appropriate rates for the inquiry will be charged as outlined in Appendix Pricing.

### 14.3 Loop Fiber

14.3.1 ~~SBC-13STATE~~ will offer loop dark fiber as an unbundled network element. Loop dark fiber is a segment between the serving central office and an end user premise.

14.3.2 At Central Offices (CO's) the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided through the same arrangements as for other forms of Loop.

14.3.3 At remote terminals, CEVs and Huts, loop dark fiber will be terminated on an appropriate termination panel at the remote location. CLEC access to the dark fiber will be provided through the same arrangements as for other forms of Sub-Loop.

### 14.4 Sub-Loop Dark Fiber

14.4.1 ~~SBC-12STATE~~ will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving ~~SBC-12STATE~~ central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.1.2.1 Dark Fiber sub-loop segments are explicitly governed by Sub-Loop Section of this

APPENDIX and are limited to remote terminal/CEV/Hut outlined below.

14.4.1.2.2 Upon receipt of a complete and correct Sub-loop Access Application, SBC-12STATE shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. CLEC agrees to pay SBC-12STATE appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

14.4.1.2.3 At SBC-2STATE Central Offices's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One which allows for approved collocation access.

#### 14.5 Spare Fiber Inventory Availability

14.5.1 All available spare dark fiber will be offered as is, however CLEC may test the quality of dark fiber to confirm its usability and performance specifications. SBC-13STATE will provide to CLEC information regarding location, availability, and loss characteristics of dark fiber within ten (10) business days after receiving a dark fiber facilities actual request for service. No conditioning will be offered. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Spare fibers do not include maintenance spares, fibers set aside and documented for SBC's 12 month forecasted growth, defective fibers, or fibers subscribed to by other carriers. No competitive carrier can request any more than 25% of the spare dark fiber contained in the segment.

14.5.2 SBC-13STATE shall provide nondiscriminatory access to maintenance fibers as described herein. Maintenance fibers will be excluded from the spare fiber inventory as provided throughout this Section 11 only if SBC-13STATE provides the use of maintenance fibers to CLEC on a nondiscriminatory basis with SBC-13STATE's use or that of any other Telecommunications Carrier, including SBC-13STATE affiliates or subsidiaries. SBC-13STATE's nondiscriminatory obligation does not

have to be met, if **CLEC**'s need for maintenance fiber (e.g., an outage) was caused by **CLEC**'s own negligent or willful actions.

#### 14.6 Quantities and Time Frames for ordering Dark Fiber

14.6.1 The minimum number of fiber strands that **CLEC** can order is two, and must be ordered in multiples of two. The maximum number of fiber strands that **CLEC** can lease is no greater than 25% of the spare facilities in the segment they are requesting. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities defined above.)

14.6.2 An Inquiry request for dark fibers from **CLEC** for a particular segment will be responded to in terms of availability within 10 business days from receipt of valid inquiry request. **SBC-13STATE** will respond to **CLEC**'s request for dark fiber, either accepting or rejecting the request. Any rejection will be accompanied by a Facility Check Response report setting forth the reasons for the rejection. Inquiry facility checks do not reserve Dark Fiber. In order to secure dark fiber, **CLEC** must submit an ASR for available dark fiber. If available, Dark Fiber will be assigned to **CLEC** when the ASR is processed.

#### 14.7 Determining Spare Fibers

14.7.1 The **SBC-13STATE**'s organizations will inventory and track spare dark fibers. Spare fibers do not include the following:

14.7.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are as follows:

- 24 fiber cables and less: two maintenance spare
- 36 & 48 fiber cables: four maintenance spare fibers
- 72 & 96 fiber cables: eight maintenance spare fibers
- 144 fibers: twelve maintenance spare fibers
- 216 fibers: 18 maintenance spares
- 288 fibers: 24 maintenance spares
- 432 fibers: 36 maintenance spares
- 864 fibers: 72 maintenance spares.

14.7.1.2 Defective fibers will be subtracted from inventory of spare fibers.

14.7.1.3 **SBC-13STATE** growth fibers. Fibers documented as reserved by **SBC-13STATE** to satisfy its obligation to

provide service as a “carrier of last resort” within 12 months of the carrier’s request.

14.7.1.4 Fibers subscribed to by other carriers.

14.7.2 The appropriate engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

14.7.3 CLEC may not lease more than 25% of SBC-13STATE excess dark fiber capacity in a particular local loop or interoffice transport segment. If SBC-13STATE can demonstrate within a twelve (12) month period after the date of a provisioned dark fiber ASR, CLEC is not using the leased dark fiber, SBC-13STATE may revoke the lease agreement with CLEC, according to Section 14.7.

#### 14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke CLEC’s access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.

14.8.2 SBC-12STATE may reclaim from CLEC’s the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months’ written notice to CLEC. SBC-12STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to CLEC that the dark fiber will be needed to meet SBC-12STATE’s bandwidth requirements within the 12 months following the revocation.

#### 14.9 Limitations

14.9.1 Dark fiber is provided as is, however CLEC may test the quality of dark fiber to confirm its usability and performance specifications. SBC-13STATE will provide to CLEC information regarding location, availability, and loss characteristics of dark fiber on plant test date within fifteen (15) business days after receiving a dark fiber facilities actual request for service. Dark fiber provides CLEC the ability to serve local telephone exchange service. Dark fiber is not permitted to be used for displacing SBC-13STATE’s existing tariffed access services except to the extent allowed by law.

#### 14.10 Demarcation Points

14.10.1 Newly placed demarcation points at both central offices, remote terminals and customer premises will be in an SBC-13STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

#### 14.11 Installation and Maintenance

14.11.1 SBC will install demarcations and place the fiber jumpers from the fiber optic terminations to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

### 15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

### 16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SBC-13STATE's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

### 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS. In addition, SBC-13STATE shall provide nondiscriminatory access to loop qualification and pre-qualification databases under terms and conditions set forth in Appendix DSL.

### 18. CROSS CONNECTS

18.1 The cross connect is the media between the SBC-7STATE UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE UNE and a Collocation area for the purpose of permitting CLEC to connect the SBC-7STATE UNE to other UNEs or to CLEC's own facilities. Where SBC-7STATE has otherwise committed to

connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE UNE and another SBC-7STATE UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 18.2 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 14.3, 14.4 and 14.5 for SBC-AMERITECH and SNET are provided as set forth in Appendix Pricing. For all other cross-connect pricing for SBC-AMERITECH and SNET refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects for the purpose of CLEC combining a SBC-13STATE Loop with another SBC-13STATE UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE
  - 18.3.2 4 -Wire Analog Loop to UNE
  - 18.3.3 2 -Wire Digital Loop to UNE
  - 18.3.4 4 -Wire Digital Loop to UNE
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE for the purpose of CLEC combining Unbundled Dedicated Transport to another SBC-13STATE UNE are as follows:
- 18.4.1 DS-1 to UNE
  - 18.4.2 DS-3 to UNE
- 18.5 The applicable Switch Port cross connects to the UNE for the purpose of CLEC combining Switch Ports to another SBC-13STATE UNE are as follows:
- 18.5.1 Analog Line Port to UNE
  - 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE
  - 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE
  - 18.5.4 Analog DID Trunk Port
- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a SBC SWBT and NEVADA Loop UNE to CLEC's Collocated facilities are as follows:

- 18.6.1 2-Wire Analog Loop to Collocation
  - 18.6.2 2-Wire Analog Loop to Collocation (without testing)
  - 18.6.3 4-Wire Analog Loop to Collocation
  - 18.6.4 4-Wire Analog Loop to Collocation (without testing)
  - 18.6.5 2-Wire Digital Loop to Collocation
  - 18.6.6 2-Wire Digital Loop to Collocation (without testing)
  - 18.6.7 4-Wire Digital Loop to Collocation
  - 18.6.8 4-Wire Digital loop to Collocation (without testing)
  - 18.6.9 DSL Shielded Cross Connect to Collocation
  - 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
  - 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.7 The applicable dedicated transport cross connects for the purpose of **CLEC** connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to **CLEC**'s Collocated facilities are as follows (cross Connects to Collocation are tariffed in **SBC-AMERITECH** and **SNET**):
- 18.7.1 DS-1 to Collocation
  - 18.7.2 DS-3 Collocation
  - 18.7.3 OC-3 to Collocation
  - 18.7.4 OC-12 to Collocation
  - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Switch Port cross connects for the purpose of **CLEC** connecting a **SBC-SWBT** and **NEVADA** Switch Port UNE to **CLEC**'s Collocated facilities are as follows:
- 18.8.1 Analog Line Port to Collocation
  - 18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS1 Trunk Port to Collocation

18.9\* The applicable cross connects for the purpose of **CLEC** connecting a **PACIFIC** Loop, UDT or Switch Port UNE to a **CLEC** Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC\*

18.9.2 DS-0 EISCC\*

8.9.3 DS-1 EISCC\*

18.9.4 DS-3 EISCC\*

\* EISCC = Extended Interconnection Services Cross Connect

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs areas as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

- 18.11\* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **CLEC** combining a **PACIFIC** Loop with **CLEC's** own facilities for are as follows:
- 18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access
  - 18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access
  - 18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access
  - 18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access
  - 18.11.5 DSL shielded Cross Connect to Adjacent Location point of access
- 18.12\* The applicable Unbundled Dedicated TransPort cross connects to the Adjacent Location Method of accessing UNEs for the purpose of **CLEC** combining a **PACIFIC** Unbundled Dedicated Transport with **CLEC's** own facilities as follows:
- 18.12.1 DS-1 to the Adjacent Location Method point of access
  - 18.12.2 DS-3 to the Adjacent Location Method point of access
- 18.13\* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **CLEC** combining a **PACIFIC** Switch Port with **CLEC's** own facilities point of access are as follows:
- 18.13.1 Analog Line Port to Adjacent Location Method to point of access
  - 18.13.2 ISDN BRI Port to Adjacent Location Method to point of access
  - 18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access
- 18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:
- 18.14.1 2 -Wire Analog Loop to Analog line Port
  - 18.14.2 2 -Wire Digital Loop to ISDN BRI Port

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\* Sections 18.9, and 18.11, through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

## 19. SYNCHRONIZATION

- 19.1 Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.
- 19.2 Where synchronization is provided, SBC-13STATE will provide synchronization to equipment that is owned by SBC-13STATE and is used to provide a network element to CLEC in the same manner that SBC-13STATE provides synchronization to itself.

## 20. RESERVATION OF RIGHTS

- 20.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree 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), ("the UNE Remand Order"), 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). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, or that any UNE and/or UNE combination should be added to the list of UNEs identified in the UNE Remand Order, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall

expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

## **21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element provided in Section 2.9 of General Terms & Condition's.

## **APPENDIX WP**

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**APPENDIX WP  
(WHITE PAGES DIRECTORY)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions that shall apply to **CLEC's** switched-based service or **CLECs** leasing of unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **CLEC**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 **SBC-AMERITECH**- Except where expressly stated, the terms and conditions for **CLEC's** switch-based service, **CLEC's** leasing of unbundled switch ports, and conditions for including **CLEC** End User listings in **SBC-AMERITECH** White Pages 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**.

**2. SERVICE PROVIDED**

- 2.1 **SBC-8STATE** publishes White Pages (WP) directories for geographic areas in which **CLEC** also provides local exchange telephone service, and **CLEC** wishes to include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.
- 2.2 **CLEC** also desires distribution to its End Users of the WP directories that include listings of **CLEC's** End Users.
- 2.3 Subject to **SBC-8STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-8STATE** will include in appropriate WP directories the primary alphabetical listings of all **CLEC** End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time, and, unless otherwise specified in this Appendix, shall be applied on a nondiscriminatory basis throughout the term of this Agreement.

- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, **CLEC** shall furnish to **SBC-8STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to **CLEC** End Users located within the local directory scope, along with such additional information as **SBC-8STATE** may require to prepare and print the alphabetical listings of said directory.
- 2.5 **CLEC** may provide **CLEC**'s subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6 **CLEC** may choose to have its End User listings alphabetically interfiled (interspersed) **SBC-8STATE** subscriber listings or published in a separate section of the WP directory. **SBC-8STATE**, at its option, may impose an additional charge associated with separating **CLEC** End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, **SBC-8STATE** shall provide **CLEC** a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each **CLEC** End User. **CLEC** shall review this verification list and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each **CLEC** subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories. **SBC-8STATE** has no obligation to provide any additional White Page directories above the directories provided to **CLEC** or **CLEC** customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, **CLEC** may provide to **SBC-8STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-8STATE** will deliver the remaining directories included in **CLEC**'s order in bulk to an address specified by **CLEC**.
- 2.8 **SBC-8STATE** will provide **CLEC** with 1/8<sup>th</sup> page in each directory (where **CLEC** has or plans to have local telephone exchange customers) for **CLEC** to include **CLEC** specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP 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. Sixty (60) calendar days prior to the directory close date, **CLEC** shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of **CLEC**'s camera-ready copy shall be subject to **SBC-8STATE**

approval. In those directories in which **SBC-8STATE** 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.

- 2.9 At its request, **CLEC** may purchase "Informational Page(s)" in the informational section of the WP 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, **CLEC** shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

### 3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **CLEC** authorizes **SBC-13STATE** to include and use the subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s appropriate printed WP directory and **SBC-13STATE**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **SBC-13STATE** provides for Independent Company directory publications and release of **CLEC** listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of **CLEC**'s subscriber listing information in **SBC-13STATE**'s current and future directory assistance and directory assistance related products and services.
- 3.2 At **CLEC**'s written request, **SBC-8STATE** shall transmit **CLEC**'s End User listing information to designated third party directory publishers (limited to publishers that **SBC-8STATE** transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

### 4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If **CLEC** provides its subscriber listing information to **SBC-8STATE**'s listings database, **SBC-8STATE** will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to **CLEC** End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to **CLEC**. Included in this rate, **CLEC** will receive for its End User, one primary listing in **SBC-8STATE**'s WP directory, a listing in **SBC-8STATE**'s directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either **CLEC**'s End Users, or in bulk to **CLEC** location. **SBC-8STATE** has no obligation to warehouse WP directories

for **CLEC** or provide WP directories to **CLEC**'s End Users subsequent to the annual distribution of newly published directories.

- 4.2 **SBC-8STATE** has no obligation to provide any additional WP directories above the number of directories forecast by **CLEC** per Section 2.5 above. While **SBC-8STATE** has no obligation to provide WP directories to **CLEC** or **CLEC** End Users after the annual distribution of newly published directories, **SBC-8STATE** will in good faith attempt to accommodate **CLEC** requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, **SBC-8STATE** will provide the directories in bulk to **CLEC** and will assess a per book charge.
- 4.3 Where a **CLEC** End User requires additional listings to appear in the WP directory, **SBC-8STATE** will assess **CLEC** a charge for such listings at existing **SBC-8STATE** tariff rates. An additional charge at **SBC-8STATE**'s tariff rate applies when **CLEC** wishes to list an End User in **SBC-8STATE**'s directory assistance database but does not wish to have its End-User listed in **SBC-8STATE**'s WP directory. In addition, for those **CLEC** End Users served by **CLEC** via a **SBC-8STATE** unbundled switch port, **CLEC** may elect to have its End User unlisted and the listing not published in **SBC-8STATE**'s WP directory at **SBC-8STATE**'s tariff rate for those nonpublished, nonlisted services.
- 4.4 For inclusion of **CLEC** "Informational Page" in the WP directory, **SBC-8STATE** shall charge **CLEC** an annual fee for inclusion in the Metropolitan area book.

## 5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, **SBC-8STATE** shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall **SBC-8STATE** authorize any other company or any person to use the subscriber listing information for any other purpose. **SBC-8STATE** shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures **SBC-8STATE** takes to protect its own listings from unauthorized use), whether by **SBC-8STATE**, its agents, employees or others.

## 6. LIABILITY

- 6.1 **CLEC** hereby releases **SBC-8STATE** from any and all liability for damages due to errors or omissions in **CLEC**'s subscriber listing information as provided to **SBC-8STATE** under this Appendix, and/or **CLEC**'s subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 6.2 Except to the extent caused by gross negligence, or willful misconduct on the part of **SBC-8STATE**, **CLEC** shall indemnify, protect, save harmless and defend **SBC-8STATE** (or **SBC-8STATE**'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 any error or omission in **CLEC**'s subscriber listing information, including any error or omission related to non-published or non-listed subscriber 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-8STATE**, and/or against **SBC-8STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in **CLEC**'s subscriber listing information in the WP directory, **SBC-8STATE** may, at its option, assume and undertake its own defense, or assist in the defense of **CLEC**, in which event **CLEC** shall reimburse **SBC-8STATE** for reasonable attorney's fees and other expenses incurred by **SBC-8STATE** in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## 7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-8STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

## 8. TERM

- 8.1 This Appendix shall continue in force for one (1) year. Provided however, either Party may seek to terminate this Appendix by providing sixty (60) calendar days prior written notice by either Party to the other. Upon termination, **SBC-8STATE** shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **CLEC**, and shall promptly return such subscriber listing information to **CLEC**.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

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

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

**APPENDIX WP****EXHIBIT I  
PRICE LIST**

<b>Directory White Pages Price Sheet</b>				
<b>Directory</b>	<b>Price Per Book Copy Delivered in Bulk to CLEC</b>	<b>Price Per Book Copy Delivered to CLEC End User</b>	<b>Price Per Single Sided Informational Page</b>	<b>Price Per Book Copy<sup>1</sup> Ordered After Initial Order</b>

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<sup>1</sup> Subject to Availability

## APPENDIX BCR

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**APPENDIX BCR**  
**(Billing, Collecting And Remitting)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 The prices at which **SBC-13STATE** agrees to provide **CLEC** with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

**2. DEFINITIONS**

- 2.1 “**Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System**” - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 “**Charges**”- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 “**Compensation**” - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 “**IntraLATA**” - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.5 “**InterLATA**” - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 “**Local Exchange Carrier (LEC)**” - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 “**Local Message**” - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 “**Revenues**” - the sum of all or part of the charges as defined above.

### 3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
- 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
- 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
- 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
- 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

EXCEPTION: The billing, collection and remitting of local messages as described in section 3.2 are technically infeasible in **SNET** at this time.

EXCEPTION: In **PACIFIC/NEVADA**, the billing, collection, and remitting of local messages as described in Section 3.2 is done via the Message Exchange Agreement

- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable (**SBC 12-STATE**) only when **SBC 12-STATE** company is the CMDS Host Company
- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 **CLEC** agrees to bill, collect and remit to **SBC-13STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-13STATE**), but which are to be billed to End Users of **CLEC**.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-13STATE**. **SBC-13STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **CLEC** for **SBC-13STATE** benefit, shall be remitted by **CLEC** to **SBC-13STATE** within thirty (30) calendar days of the date of **SBC-13STATE** bill to **CLEC** for such services.
- 4.4 **SBC-13STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to **CLEC**, the charges for the services described in Section 3.2 above, which charges are earned by **CLEC**, but which are to be billed by another LEC (including **SBC -12STATE**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC-13STATE** or another LEC for **CLEC**'s benefit, shall be remitted by **SBC-13STATE** to **CLEC** within thirty (30) calendar days of the date of **CLEC**'s bill to **SBC-13STATE** for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in

Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, **SBC-13STATE** may net amounts due to **CLEC** under this Appendix against amounts owed to **SBC-13STATE** when **SBC-13STATE** renders a bill to **CLEC** hereunder.

- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

## 5. **COMPENSATION**

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

## 6. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 6.1 **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by **CLEC** when this data is accessed and used by a third party.

## 7. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

**APPENDIX DSL  
(Including Line Sharing or HFPL)**

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## APPENDIX DSL

### Digital Subscriber Line (DSL) Capable Loops

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-12STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 **SBC-13STATE** agrees to provide **CLEC** with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for **CLEC** to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

#### 2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from **SBC-13STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-13STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147, and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”), and Third Report and Order On Reconsideration in CC Docket on 98-147 and Fourth Report and Order on Reconsideration in CC Docket No.96-98 (rel. January 19, 2001)(“Line Sharing Remand Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-13STATE** shall only make the HFPL available to **CLEC** in those instances where **SBC-13STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a **CLEC** may use to deploy xDSL technologies.

- 2.10 “Acceptance Testing” shall be defined as the joint testing for xDSL loops between **SBC-13STATE**’s Technician, its Local Operations Center (“LOC”), and the **CLEC** designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-13STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 “Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

### **3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS**

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-13STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-13STATE** will provide a loop for **CLEC** to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-13STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-13STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, **CLEC** may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 Upon the request of **CLEC**, **SBC-13STATE** will place a NID equipped with a half ringer device, if one is not present, and **CLEC** will pay all costs associated with the placement except when **SBC-13STATE** is dispatched on a repair, maintenance, or installation visit to the premise by **CLEC**. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, **SBC-13STATE** will charge **CLEC** for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in **SBC-13STATE** network, **SBC-13STATE** will

repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to **CLEC**.

- 3.4 **SBC-13STATE** shall not deny **CLEC**'s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-13STATE** has demonstrated to the state commissions in accordance with FCC orders that **CLEC**'s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.5 In the event **CLEC** wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **CLEC** will provide documentation describing that action to **SBC-13STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-13STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.6 In the event **CLEC** wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on **CLEC** to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.7 Liability
- 3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether **CLEC** or **SBC-13STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-13STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.
- 3.7.2 For any technology, **CLEC**'s use of any **SBC-13STATE** network element, or its own equipment or facilities in conjunction with any **SBC-**

13STATE network element, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or connecting and concurring carriers involved in SBC-13STATE services, cause damage to SBC-13STATE's plant, impair the privacy of a communications carried over SBC-13STATE's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, SBC-13STATE will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC-13STATE does not believe CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by SBC-13STATE must be supported with specific and verifiable supporting information.

### 3.8 Indemnification

- 3.8.2 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., SBC-12STATE) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.8.3 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage

indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.4 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.5 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

#### **4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS**

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, **CLEC** will, at the time of ordering, notify **SBC-13STATE** as to the Power Spectral Density (PSD) mask of the technology **CLEC** will deploy.

- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a **CLEC** may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at **CLEC**'s request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.
- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.
- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a **CLEC** may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at **CLEC**'s request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Sub-Loop: In locations where **SBC-13STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-13STATE** will make the following options available to **CLEC**:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, **CLEC** has the option of requesting **SBC-13STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 **CLEC** has the option of collocating a DSLAM in **SBC-13STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When **CLEC** collocates its DSLAM at **SBC-13STATE** RTs, **SBC-13STATE** will provide **CLEC** with unbundled access to

subloops to allow **CLEC** to access the copper wire portion of the loop.

- 4.1.4.3 Where **CLEC** is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-13STATE** has placed a DSLAM in the RT, **SBC-13STATE** must unbundle and provide access to its packet switching. **SBC-13STATE** is relieved of this unbundling obligation only if it permits a requesting **CLEC** to collocate its DSLAM in **SBC-13STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When **SBC-13STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. **CLEC** will provide **SBC-13STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology **CLEC** will deploy. If the technology does not have a PSD mask, **CLEC** shall provide **SBC-13STATE** with a technical description of the technology (including power mask) for inventory purposes.
  - 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When **SBC-13STATE** traditional retail POTS services are disconnected, **SBC-13STATE** will notify **CLEC** that POTS service is being disconnected. **CLEC** will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-13STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-13STATE** is not the retail POTS provider

- 4.5 **CLEC** may provide voice and data services over the same loop by engaging in “line splitting” as set forth in paragraph 323-29 of the FCC’s Texas 271 Order (CC Docket 00\_65 (FCC 00-238), released June 30, 3, 2000.) Consistent with that Order, SWBT shall not be required to provide low frequency voice service to **CLEC** “A” and high frequency data service to **CLEC** “B” on the same loop. Any line splitting between two CLEC’s shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SWBT splitters. **CLEC** shall provide any splitters used for line splitting. To implement line splitting, **CLEC** may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections and available cross-connects, under the terms and conditions set forth in this Agreement.
- 4.6 **SBC-13STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-13STATE** shall be under no obligation to provide HFPL where **SBC-13STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, **CLEC** will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. **CLEC** shall pay **SBC-13STATE** for conditioning performed at **CLEC**’s request pursuant to Sections 7.1 and 7.2 below.
- 4.7 For each loop (including the HFPL), **CLEC** shall at the time of ordering notify **SBC-13STATE** as to the PSD mask of the technology **CLEC** intends to deploy on the loop. If and when a change in PSD mask is made, **CLEC** will immediately notify **SBC-13STATE**. Likewise, **SBC-13STATE** will disclose to **CLEC** upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-13STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), **CLEC** shall provide **SBC-13STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 In the event that **SBC-13STATE** rejects a request by **CLEC** for provisioning of advanced services, **SBC-13STATE** will disclose to the requesting **CLEC** information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.9 **SBC-13STATE** will not deny a requesting **CLEC**’s right to deploy new xDSL technologies that do not conform to the national standards and have not yet been

approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting **CLEC** can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.9.1 Upon request by **CLEC**, **SBC-13STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct **CLEC**, at **CLEC**'s expense, to a third party laboratory of **CLEC**'s choice for such evaluation.

4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-13STATE** will provide a loop to support the new technology for **CLEC** as follows:

4.9.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-13STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.9.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.10 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-13STATE** or another **CLEC** claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-13STATE** or that other **CLEC** must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-13STATE** or a **CLEC** demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology

and migrate its customers to technologies that will not significantly degrade the performance of such services.

- 4.11 Each Party must abide by Commission or FCC-approved spectrum management standards. SBC-13STATE will not impose its own standards for provisioning xDSL services. However, SBC-13STATE will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

## 5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

### 5.1 Splitter ownership:

- 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-13STATE's standard collocation practices and procedure. When virtually collocated, SBC-13STATE will install, provision and maintain splitters under the terms of virtual collocation.

5.1.1.1 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-13STATE will install the splitter in an SBC-13STATE bay and SBC-13STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

- 5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, provided however, SBC reserves the right to withdraw this voluntary offer upon a minimum of 6 months notification to CLEC. SBC will determine where such SBC-owned splitters will be located in each central office. SBC-owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs

will have test access at the line side of the splitter. Upon **CLEC**'s request, SBC will perform testing and repair at the SBC-owned splitter on behalf of **CLEC**. In the event that no trouble is found at the time of testing by SBC, **CLEC** shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. **CLEC** will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: **CLEC** will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). **CLEC**'s failure to submit a forecast for a given office may affect provisioning intervals. In the event **CLEC** fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install **CLEC**'s line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in **CLECs** Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

- 5.1.2.1.2 Forecasts will be non-binding on both ILECs and **CLEC**. As such, **SBC-13STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.
  - 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **SBC-13STATE**'s Operational Support Systems ("OSS").
  - 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
  - 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
  - 5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify **CLEC** of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. **CLEC** shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
  - 5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.
- 5.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. In situations where **CLEC** owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-13STATE** Operations Support Systems ("OSS").
- 5.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

- 5.4 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.
- 5.5 From time to time, SBC-13STATE may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by SBC-13STATE to last more than fifteen (15) minutes, SBC shall notify CLEC.

## 6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: SBC-13STATE will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SBC-13STATE's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-13STATE is providing any other CLEC and/or SBC-13STATE's retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, SBC-13STATE's pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SBC-13STATE will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, SBC-13STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-13STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
  - 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in SBC-13STATE's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. **CLEC** will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. **CLEC** will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.4 All three categories of loop qualification are subject to the following:
- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to **CLEC**.
- 6.4.2 If **CLEC** elects to have **SBC-13STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-13STATE**'s affiliate, whichever is less.
- 6.4.3 If the results of the loop qualification indicate that conditioning is available, **CLEC** may request that **SBC-13STATE** perform conditioning at charges set forth in Appendix Pricing. **CLEC** may order the loop without conditioning or with partial conditioning if desired.
- 6.4.4 For HFPL, if **CLEC**'s requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop. However, should **SBC-13STATE** refuse **CLEC**'s request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

## 7. PROVISIONING

- 7.1 Provisioning: SBC-13STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-13STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLEC has requested that no conditioning be performed, SBC-13STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-13STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-13STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at CLEC's sole option, what loop conditioning SBC-13STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.4 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-13STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.5 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-13STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer

release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

- 7.6 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.7 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event **CLEC**'s end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.8 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.9 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.10 **CLEC**, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

## 8. TESTING

- 8.1 **SBC-13STATE** and **CLEC** agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-13STATE** provides HFPL, continuity is generally assumed as **SBC-13STATE** retail POTS service is operating at the time of the order. Generally, **SBC-13STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to

perform an acceptance test. However, **SBC-13STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

- 8.2 Should **CLEC** desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.3 If the LSR was placed without a request for Acceptance Testing, and **CLEC** should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.4 Acceptance Testing Procedure:
  - 8.4.1 Upon delivery of a loop to/for **CLEC**, **SBC-13STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by **CLEC** to initiate performance of a series of Acceptance Tests.
    - 8.4.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-13STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
    - 8.4.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-13STATE** field technician will not perform a short or open circuit due to technical limitations.
  - 8.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, **CLEC** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete the order. **CLEC** will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
  - 8.4.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with **CLEC** on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release **CLEC** representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-13STATE** will re-contact the **CLEC** representative to repeat the Acceptance Test. When the aforementioned test parameters are met, **CLEC** will provide **SBC-13STATE** with a confirmation number and **SBC-13STATE** will complete

the order. If **CLEC** xDSL service does not function as desired, yet test parameters are met, **SBC-13STATE** will still close the order. **SBC-13STATE** will not complete an order that fails Acceptance Testing.

- 8.4.4 Until such time as **CLEC** and **SBC-13STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, **CLEC** agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-13STATE** agrees that should **CLEC** open a trouble ticket and an **SBC-13STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-13STATE** fault), **SBC-13STATE**, upon **CLEC** request, will adjust **CLEC**'s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.4.5 **SBC-13STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by **CLEC** when **CLEC** cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill **CLEC** as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.7 below.
- 8.4.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-13STATE** error as determined through standard testing procedures, **CLEC** will be credited for the cost of the Acceptance Test. Additionally, **CLEC** may request **SBC-13STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.7 below.
- 8.4.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

## 8.5 Acceptance Testing Billing

- 8.5.1 CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.
- 8.6 Cooperative Testing: SBC-13STATE (SBC-AMERITECH/SBC-SNET/SBC-PACIFIC/SBC-NEVADA)
- 8.6.1 The SBC-13STATE field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.
- 8.6.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.
- 8.6.2.1 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact CLEC for another cooperative testing.
- 8.6.2.2 SBC-13STATE will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a “live” representative (through no answer or placement on hold) for **over ten (10) 30 (thirty) minutes**. SBC-13STATE may then close the trouble ticket, document the time and reason, and may bill CLEC as if the Cooperative Test had been completed. The SBC-13STATE field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic

metallic loop parameters including proof of continuity and pair balance.

- 8.6.3 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by **CLEC** when **CLEC** cannot provide a “live” representative (through no answer or placement on hold) for over **ten (10) thirty (30)** minutes. **SBC-AMERITECH/SBC-PACIFIC/SBC-SNET/SBC-NEVADA** may then close the trouble ticket, document the time and reason, and may bill **CLEC** as if the Cooperative Test had been completed.

8.7 The charges for Acceptance and Cooperative Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
<b><u>SNET</u></b>	<b><u>FCC No. 39; Sec. 8.3.1.B</u></b>	UBC+	<b><u>\$57.36</u></b>	<b><u>\$26.37</u></b>
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

\* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

\*\*Rates subject to tariff changes.

If requested by **CLEC**, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.8 Line Sharing Turn-Up Testing Procedures:

- 8.8.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

- 8.8.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.8.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. **CLEC** will not be billed for the Line Sharing Turn-Up Test described in 8.7 above.

## 9. MAINTENANCE /SERVICE ASSURANCE

- 9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-13STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-13STATE** shall attempt to notify the end user and **CLEC** for permission any time **SBC-13STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-13STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. Rather such commitments are contained in Appendix Performance Measurements.
- 9.3 **SBC-13STATE** will provide resolution of **CLEC**-referred trouble tickets for the HFPL in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates for the HFPL.
- 9.3.1 If **CLEC** opens a trouble ticket for the HFPL portion of the loop to **SBC-13STATE** and the problem is determined to be in **CLEC**'s network, **CLEC** will pay **SBC-13STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.7 above) upon closing the trouble ticket.
- 9.3.2 SBC-owned line splitters:
- 9.3.2.1 **SBC-13STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-13STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by **CLEC** where the voice service has not been impacted after such trouble has been isolated to the **SBC-13STATE** central office.
- 9.3.3 **CLEC**-owned line splitters:

- 9.3.3.1 If **SBC-13STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by **CLEC** data equipment or splitter, **SBC-13STATE** will notify **CLEC** and request a trouble ticket and a committed restoration time from **CLEC** for clearing the reported trouble.
- 9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by **CLEC**. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either **CLEC** or **SBC-13STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-13STATE** “cutting around” the POTS Splitter/DSLAM equipment to restore POTS.
- 9.3.5 When **CLEC** resolves the trouble condition in its equipment, **CLEC** will contact **SBC-13STATE** to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in **CLEC** equipment, **SBC-13STATE** will charge **CLEC** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where **CLEC** has requested recommended conditioning not be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at **CLEC**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **CLEC** any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-13STATE** will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 **SBC-13STATE** will provide **CLEC** access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a **CLEC** utilizing MLT intrusive test scripts, **CLEC** must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. **CLEC** may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. **CLEC** shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing

any intrusive test or so note such information on **CLEC**'s trouble documentation for non-mechanized tests.

- 9.6 **CLEC** hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-13STATE** facilities and hereby agrees to release, defend and indemnify **SBC-13STATE**, and hold **SBC-13STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-13STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by **CLEC**.
- 9.7 **SBC-13STATE** will not guarantee that the local loop (s) ordered will perform as desired by **CLEC** for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. **CLEC**-requested testing by **SBC-13STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 **CLEC** shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-13STATE**.

## 10. SPECTRUM MANAGEMENT

- 10.1 **CLEC** will advise **SBC-13STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. **CLEC**, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, **CLEC** will notify **SBC-13STATE** as to the type of PSD mask **CLEC** intends to use on the ordering form, and if and when a change in PSD mask is made, **CLEC** will notify **SBC-13STATE**. **CLEC** will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-13STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-13STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-13STATE** shall not deny **CLEC** a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-13STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a **CLEC** or by **SBC-13STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-13STATE** and **CLEC** will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-13STATE** will, upon request from **CLEC**, disclose within 3-5

business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-13STATE** and **CLEC** agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-13STATE** and/or **CLEC** must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

## 11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section

251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

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

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

## **APPENDIX LIDB – AS**

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## APPENDIX LIDB-AS

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 Neither SBC-AMERITECH nor SNET own a LIDB. Additionally, SNET does not own a CNAM Database. Both SBC-AMERITECH and SNET obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using SBC-AMERITECH's and/or SNET's unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to SBC-AMERITECH and SNET will not indicate ownership but shall have the relationship described in this paragraph 2.1.

### 2. DEFINITIONS

- 2.1 “**Database (or Data Base)**” means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 “**Account Owner**” means a telecommunications company, including SBC-13STATE that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 “**Personal Identification Number**” (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 “**Query**” means a message that represents a request to a Database for information.

2.5 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH STP to the SCP where LIDB resides and back.

2.6 “**Validation Information**” means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

### 3. GENERAL DESCRIPTION

#### 3.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH’s

LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. .

### 4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.

4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix to access any Line Records CLEC might have in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH retail accounts, CLEC’s accounts administered by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH based on Local Service Requests, and resold accounts.

- 4.3 Electronic Interfaces - Where available, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLEC's with unbundled access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative systems that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting CLECs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to provide CLEC with Data Base Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface SBC-SWBT, PACIFIC, SNET, SBC-

**AMERITECH** provides under this Appendix. **CLEC** understands that if it chooses to use only the Service Order Entry Interface, **CLEC** will not have access to any data administration capabilities available solely to the Interactive Interface that **CLEC** has chosen not to use.

4.3.1.5 **CLEC** understands and agrees that its access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for administration.

#### 4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides **CLEC** with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides **CLEC** with the ability to have its own personnel access **CLEC**'s records via an application screen that is presented on a computer monitor. Once **CLEC** has accessed one of its Line Records, **CLEC** can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide **CLEC** with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 **CLEC**'s access to the LIDB administrative system through the Interactive Interface will be limited to **CLEC**'s subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.

4.3.2.3 **CLEC**'s access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for **CLEC**'s access to the Interactive Interface. The RAF will verify the validity of **CLEC**'s transmissions and limit **CLEC**'s access to the Interactive Interface and the LIDB administrative system. **CLEC** does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

#### 4.4 Tape Load Facility Interface (applies to SBC-SWBT only)

4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

##### 4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to SBC-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC-SWBT will use these tapes to update or create CLEC's records in

LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. SBC-SWBT will also provide CLEC with the name and address of SBC-SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

#### 4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 SBC-SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

#### 4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB Editor that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will also provide CLEC with access to LIDB Editor if the

remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

- 4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees. CLEC will have access to such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees only for the same purposes that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has access to LIDB Editor.
- 4.5.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH at the time CLEC makes its update request. CLEC and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

#### 4.6 Audits

##### 4.6.1 LIDB Audit

- 4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

#### 4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

4.6.2.2 The source of Account Owners' Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through a service order process will be the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.4 CLEC will use the file SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.5 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will work

cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

#### 4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through the LSR Process.
- 4.7.4 CLEC will provide complete information in its LSR to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH so that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will populate such data element with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH complete and accurate information in LIDB. In the event SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH populates CLEC's Line Records with default information under this paragraph, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's gross negligence or willful misconduct.

4.7.5 The following applies only to SBC-SWBT.

4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either “as is” or “with changes”.

4.7.5.2 CLEC will identify through a registration form that SBC-SWBT will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SBC-SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.5.4 Conversion Activity. CLEC will identify whether SBC-SWBT will convert LIDB Line Records from a previous local service provider (including SBC-SWBT) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SBC-SWBT).

4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

## 5. MANNER OF PROVISIONING

5.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide to CLEC, on request, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-specific documentation regarding record formatting and associated hardware requirements

of the interfaces **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** provides for LIDB data administration when **CLEC** chooses to use such interfaces.

- 5.2 **CLEC** will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will input information provided by **CLEC** into LIDB for the NPA-NXXs and/or NXX-0/1XXs that **CLEC** will store in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB. **CLEC** shall provide all information needed by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 **CLEC** will furnish, prior to the initial load of **CLEC**'s data, and as requested by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** thereafter, the following forecast data:
  - 5.4.1 the number of working lines per account group
  - 5.4.2 the number of working line numbers to be established
  - 5.4.3 the average number of monthly changes to these records
  - 5.4.4 the number of busy hour queries, by query type
  - 5.4.5 the number of annual queries by query type.
- 5.5 If **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of **CLEC** information, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will notify **CLEC** of its intent to not provide to **CLEC** the Services under this Appendix and this Appendix will be void.
- 5.6 **CLEC** may submit updated or changed forecasts due to unforeseen events at any time and **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** encourages **CLEC** to submit such forecasts as soon as practical. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-SWBT**, **PACIFIC**,

SNET, SBC-AMERITECH has reason to believe there may be significant error in CLEC's latest forecast.

- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB in such a manner that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.

- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 CLEC will also delete Line Records from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB when CLEC migrates Line Record from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH practices. The Parties acknowledge that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB is the responsibility of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. CLEC acknowledges and agrees that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will limit such access to those actions necessary to ensure the successful operation and administration of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing

and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces

5.21 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will, at its sole discretion, allow or negotiate any access to an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. CLEC acknowledges that when SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH allows an entity to access SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, such query originators will also have access to CLEC's data that is also stored in such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.

5.22 The following applies only to SBC-SWBT

5.22.1 SBC-SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SBC-SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.22.3 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

## 6. BILLING

- 6.1 If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides CLEC with compensation for data access as set forth in Section 7, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.
- 6.2 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.
- 6.2.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.
- 6.4 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

## 7. COMPENSATION OPTION

7.1 CLEC may elect to receive compensation from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH for access to CLEC's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not provide compensation to CLEC for access of CLEC's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB other than via this Compensation Option.

7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to CLECs data, PACIFIC and CLEC and/or SBC-SWBT and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

### 7.2.1 SNET

7.2.1.1	Validation Query	\$0.038 per Query
7.2.1.2	CNAM Query	\$0.016 per Query

### 7.2.2 SBC-SWBT

7.2.2.1	Validation Query	\$0.026 per Query
7.2.2.2	CNAM Query	\$0.0036 per Query
7.2.2.3	OLNS Query	\$0.0055 per Query
7.2.2.4	Query Transport	\$0.0044 per Query

### 7.2.3 SBC-AMERITECH

7.2.3.1	Validation Query	\$0.017228 per Query
7.2.3.2	CNAM Query	\$0.012 per Query
7.2.3.3	Query Transport	\$0.00012 per Query

### 7.2.4 PACIFIC

7.2.4.1	Validation Query	\$ .021 per Query
7.2.4.2	CNAM Query	\$ .008 per Query
7.2.4.3	OLNS Query	\$ .012 per Query
7.2.4.4	Query Transport	\$ .00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will credit **CLEC** for each query against **CLEC**'s non-resold Line Records in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to **CLEC**

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to **CLEC**'s Line Records multiplied by the Per Query Charge, multiplied by **CLEC**'s percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1 Validation \$ .01216 per Query

7.3.2.2 CNAM \$ .0032 per Query

7.3.2.3 OLNS \$ .00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1 Validation \$ .0025 per Query

7.3.3.2 CNAM \$ .005 per Query

7.3.3.3 During the month when CNAM Queries to **CLEC**'s non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **SBC-AMERITECH** will credit customer \$ .006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, SBC-AMERITECH will credit customer \$.007 per Query.

7.3.4 PACIFIC

7.3.4.1 Validation \$.008508 per Query

7.3.4.2 CNAM \$.0032 per Query

7.3.4.3 OLNS \$.004908 per Query

7.4 PACIFIC and SBC-SWBT will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. **PRICE AND PAYMENT**

8.1 SBC-AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. **CONFIDENTIALITY**

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. **LIABILITY**

10.1 In addition to any other limitations of liability set forth in this Agreement, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. Any such losses or damages for which SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be liable for any losses

or damages arising out of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's administration of Sleuth or Automatic Fraud Monitoring systems.

- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly, arising out of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly arising out of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's administration of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

## 11. DISCLAIMER OF WARRANTIES

- 11.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO

MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, as provided in Section 2.9 of the General Terms and Conditions.

## **APPENDIX LIDB AND CNAM SERVICE**

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## APPENDIX LIDB AND CNAM SERVICE

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE (which excludes NEVADA in this Appendix), SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

### 2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 2.3 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

### 3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-13STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
- 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)
- 3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)
- 3.2 SBC-13STATE will provide CLEC with access to SBC-13STATE's CNAM Database for CNAM Query except SBC-AMERITECH will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-13STATE's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-13STATE to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges 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-13STATE's CCS/SS7 network. CLEC further agrees that SBC-13STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-13STATE's CCS/SS7 network to guard against these detrimental effects. SBC-13STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-13STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-13STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service

and/or CNAM Query to **CLEC**, **SBC-13STATE** shall notify **CLEC** of **SBC-13STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-13STATE**.

- 3.6 **CLEC** will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. **CLEC** shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 **CLEC** understands that access to **SBC-13STATE**'s LIDB and/or CNAM Database may not provide **CLEC** with access to all of the data of all Account Owners in **SBC-13STATE**'s LIDB and/or CNAM Database. When a region in **SBC-13STATE** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict **CLEC** from accessing their data. **CLEC** understands that **SBC-13STATE** will comply with Account Owners' requests to so limit or restrict their data. Should **CLEC** desire access to any restricted Account Owner's LIDB Information, **CLEC** understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between **CLEC** and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-13STATE**'s LIDB and/or CNAM Database; accordingly **SBC-13STATE** is not responsible for the accuracy or completeness of those Line Records. **CLEC** will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 **SBC-13STATE** provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for **CLEC**'s activities on behalf of **CLEC**'s local service customers where **SBC-13STATE** is the incumbent local exchange carrier. **CLEC** agrees that any use of **SBC-13STATE**'s LIDB, for the provision of LIDB Service Applications and/or CNAM Query by **CLEC** outside of the area where **SBC-13STATE** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

#### 4. PRICE AND PAYMENT

- 4.1 **CLEC** will pay **SBC-13STATE** a per-Query rate for each Query initiated into **SBC-13STATE**'s LIDB and/or CNAM Database. **CLEC** will also pay **SBC-13STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-13STATE**'s LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.

- 4.2 **CLEC** will pay a Service Establishment Nonrecurring Charge for each point code **CLEC** requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 **CLEC** will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 **CLEC** will make payment to **SBC-13STATE** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, **SBC-13STATE** will record usage information for **CLEC**'s LIDB Service Queries and/or CNAM Queries terminating to **SBC-13STATE**'s LIDB. **SBC-13STATE** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 **CLEC** will notify **SBC-13STATE** when **CLEC** discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-13STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when **CLEC** uses a single OPC to originate Queries to **SBC-13STATE**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support **CLEC**'s **CLEC** operations within **SBC-13STATE**'s incumbent serving areas and when such Queries support other uses of **CLEC**'s service platforms.

- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by Account Owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above, PACIFIC will bill CLEC based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.

- 4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that PACIFIC will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to PACIFIC's network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from PACIFIC as set forth in Section 4.5 above.
- 4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill CLEC for its LIDB Service Queries on a monthly basis.

## 5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in SBC-13STATE's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from SBC-13STATE's LIDB. SBC-13STATE agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SBC-13STATE may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

- 5.2 Proprietary information residing in SBC-13STATE's LIDB and/or CNAM Database is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- 5.2.1 Billed (Line/Regional Accounting Office (RAO)) Number
  - 5.2.2 PIN Number(s)
  - 5.2.3 Billed Number Screening (BNS) indicators
  - 5.2.4 Class of Service (also referred to as Service or Equipment)
  - 5.2.5 Reports on LIDB and CNAM Query usage
  - 5.2.6 Information related to billing for LIDB and CNAM Query usage
  - 5.2.7 LIDB and CNAM Query usage statistics
- 5.3 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from SBC-13STATE's LIDB and/or CNAM Database.
- 5.4 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-13STATE's LIDB and/or CNAM Database.

## 6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-13STATE** or **CLEC** to terminate the Appendix, **SBC-13STATE** and **CLEC** shall have no liability to the other in connection with such termination.

## 7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall **SBC-13STATE** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 **SBC-13STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate **CLEC**'s provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-13STATE** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. **CLEC** acknowledges that **SBC-13STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-13STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to **CLEC** or to **CLEC**'s Query originating carrier customers except for such inaccuracies caused by **SBC-13STATE**'s **negligence**, willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO **CLEC** BY **SBC-13STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-13STATE** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-**

**13STATE** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH **CLEC**'S OR **CLEC**'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 7.6 **CLEC** acknowledges that **SBC-13STATE**'s Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. **CLEC** also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-13STATE**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-13STATE**'s Calling Name Database and provided to **CLEC** or **CLEC**'s query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-13STATE**'s willful misconduct or gross negligence.
- 7.7 **CLEC** acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 **CLEC** acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. **CLEC** agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-13STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. **CLEC** also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-13STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by **CLEC** or **CLEC**'s Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and **CLEC** agrees, in addition to

any other indemnity obligations set forth in this Agreement, to hold **SBC-13STATE** harmless from and defend and indemnify **SBC-13STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from **CLEC**'s or **CLEC**'s Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-13STATE**'s **negligence**, willful misconduct or gross negligence.

## 8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **SBC-13STATE** shall be directed to the Local Service Center (LSC).

## 9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

## 10. MUTUALITY

10.1 **CLEC** agrees to make its Line Record Information available to **SBC-13STATE**. Should **CLEC** store its Line Record information in a database other than **SBC-13STATE**'s, **CLEC** will make such Information available to **SBC-13STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-13STATE** and the database provider. **SBC-13STATE** agrees to negotiate in good faith to reach such an agreement. If **SBC-13STATE** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, **CLEC** acknowledges that such **CLEC** Line Record information will be unavailable to any customer, including any **CLEC**'s customer, that is served by **SBC-13STATE**'s service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

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

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as contained in Section 2.9 of the General Terms and Conditions.

## **APPENDIX-PRICING**

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## APPENDIX PRICING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories 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.
- 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 Illinois.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by SBC-13STATE under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if SBC-13STATE provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by SBC-13STATE and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, SBC-13STATE shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down applicable to the requested product and/or service).
- 1.6 The rates, prices and charges as set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing 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.
- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20 Part 4 Section 2, and Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, and Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, and Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

- 1.8 For modifications of **SBC-13STATE**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.
- 1.9 OANAD pricing was approved by the CPUC on November 18, 1999 with an implementation date of March 1, 2000. All of the rates, terms and conditions set forth in this Appendix which were re-priced with the OANAD ruling are subject to true-up retroactively to the November 18, 1999 effective date. The rates, terms and conditions mandated by the OANAD decision shall apply for the remainder of the term of this Agreement unless such decision is modified, reversed or vacated on rehearing or appeal, in which case the legal effect of such modification, reversal or vacation shall be applied prospectively from the effective date of such modification, reversal or vacation (including the prospective reinstatement of the interim prices if appropriate under the terms of such modification, reversal or vacation).

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.
- 2.2 **CLEC** shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

- 2.3 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.
- 2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC-13STATE** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC-13STATE** will round up to the next whole mile before determining the mileage and applying rates.

### 3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a **CLEC** order as well as separate non-recurring charges for each additional connection associated with the same **CLEC** order at the same **CLEC** specified premises.
- 3.4 For Resale, when a **CLEC** converts an End User currently receiving non-complex service from the **SBC-13STATE** network, without any changes to **SBC-13STATE**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 **CLEC** shall pay a non-recurring charge when a **CLEC** adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by **CLEC** allowing other Telecommunications Carriers to use **CLEC**'s SS7 signaling network.
- 3.6 **CLEC** shall pay a service order processing/administration charge for each service order submitted by **CLEC** to **SBC-13STATE** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, **CLEC** Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

#### 4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

#### 4.2 Rate Structure for ULS

4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 **CLEC** will pay ULS-O and SS7 signaling for a call originating from an **CLEC** ULS line or trunk port that terminates to a **SWBT-OK** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 **CLEC** will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which **CLEC**'s user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 **SBC-13STATE** will not bill ULS-T for Intra switch calls.

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

#### 4.3 General Principles for Inter Switch Calls

##### 4.3.1 Local Calls

4.3.1.1 When a call originates from an **CLEC** ULS Port, **CLEC** will pay ULS-O and SS7 signaling charges. If the call routes over **SBC-13STATE**'s common network, **CLEC** will pay charges for Common Transport as reflected in Appendix Pricing. **CLEC** will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SBC-13STATE**

will not be required to record and will not bill actual tandem switching usage. Rather, **CLEC** will pay the rate shown on Appendix Pricing labeled “Blended Transport,” for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to a **CLEC** ULS Port, **CLEC** will pay ULS-T charges.

#### 4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from **CLEC** ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 **CLEC** may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to **CLEC** local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SBC-13STATE** unbundled local switching, **CLEC** may offer to deliver the calls to the PIC at the **SBC-13STATE** access Tandem Office Switch, with **CLEC** using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC’s interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then **CLEC** will pay **SBC-13STATE** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SBC-13STATE** will not bill any access charges to the PIC under this arrangement. **CLEC** may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by **CLEC** local End Users using **SBC-13STATE** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SBC-13STATE** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by **CLEC** local End Users using **SBC-13STATE** unbundled local switching, then **CLEC** will pay SWBT ULS-O usage and signaling only in connection with such calls. **SBC-13STATE** will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and SBC-13STATE will not charge terminating access to CLEC or the IXC except that SBC-13STATE may bill the IXC for terminating transport in cases where the IXC has chosen SBC-13STATE as its transport provider.

#### 4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, SBC-13STATE will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

#### 4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

## 5. **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 all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

**Illinois  
Merger Conditions Pricing**

MERGER CONDITIONS PRICING	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		\$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		\$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	

ILLINOIS		AIT Generic Rates		
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.
<b>Unbundled Loops</b>				
2-Wire Analog -Rural (Access Area C)		\$	11.40	See NRC prices below
2-Wire Analog - Suburban (Access Area B)		\$	7.07	See NRC prices below
2-Wire Analog - Metro (Access Area A)		\$	2.59	See NRC prices below
Conditioning for dB Loss			N/A	
4-Wire Analog - Rural (Access Area C)		\$	26.63	See NRC prices below
4-Wire Analog - Suburban (Access Area B)		\$	16.82	See NRC prices below
4-Wire Analog - Metro Access Area C)		\$	4.08	See NRC prices below
2-Wire Digital - Rural (Access Area C)		\$	13.68	See NRC prices below
2-Wire Digital - Suburban (Access Area B)		\$	8.88	See NRC prices below
2-Wire Digital - Metro (Access Area A)		\$	2.71	See NRC prices below
4-Wire Digital - Rural (Access Area C)		\$	61.56	See NRC prices below
4-Wire Digital - Suburban (Access Area B)		\$	61.45	See NRC prices below
4-Wire Digital - Metro (Access Area A)		\$	73.46	See NRC prices below
DS3 Loop - Rural (Access Area C)		\$	893.25	See NRC prices below
DS3 Loop - Suburban (Access Area B)		\$	886.89	See NRC prices below
DS3 Loop - Metro (Access Area A)		\$	539.75	See NRC prices below
<b>DSL Capable Loops</b>				
2-Wire Digital Loop ISDN/IDSL				
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural			See 2-Wire Digital	See NRC prices below
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban			See 2-Wire Digital	See NRC prices below
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro			See 2-Wire Digital	See NRC prices below
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural		\$	26.63	See NRC prices below
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban		\$	16.82	See NRC prices below
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro		\$	4.08	See NRC prices below
<b>IDSL Capable Loop</b>				
IDSL Loop Access Area C - Rural		\$	13.68	See NRC prices below
IDSL Loop Access Area B - Suburban		\$	8.88	See NRC prices below
IDSL Loop Access Area A - Metro		\$	2.71	See NRC prices below
<b>HFPL Loop</b>				
* HFPL Loop - Access Area C- Rural		\$	5.70	N/A N/A
* HFPL Loop - Access Area B- Suburban		\$	3.54	N/A N/A
* HFPL Loop - Access Area A- Metro		\$	1.30	N/A N/A
<b>Loop Qualification Process</b>				
Loop Qualification Process - Mechanized			N/A	\$ - N/A
Loop Qualification Process - Manual per minute			N/A	\$ - N/A
Loop Qualification Process - Detailed Manual			N/A	TBD N/A
<b>HFPL Splitter</b>				
* SBC owned splitter--line at a time		\$	1.09	N/A N/A
<b>DSL Conditioning Options - &gt;12KFT and &lt; 17.5KFT</b>				

TBD - To be determined  
NRO - Nonrecurring charge  
ICB -Individual Case Basis  
NA -Not Applicable

ILLINOIS		AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.	
	Removal of Repeater Options - per element		N/A	\$21.49	N/A
	Removal Bridged Tap Option - per element		N/A	\$14.00	N/A
	Removal of Load Coil - per element		N/A	\$14.08	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per				
	Removal of Repeater Options - per element		N/A	\$21.49	N/A
	Removal Bridged Tap Option - per element		N/A	\$14.00	N/A
	Removal of Load Coil - per element		N/A	\$14.08	N/A
<b>Loop Non-Recurring Charges</b>					
	Service Order - Initial		NA	\$ 2.58	N/A
	Service Order - Subsequent		NA	\$ 1.71	N/A
	Service Order-Record Work Only		NA	\$ 1.02	N/A
	Line Connection		NA	\$ 20.21	N/A
	DS0 - Administrative		NA	\$ 91.88	N/A
	DS0 - Design & Central Office		NA	\$ 127.86	N/A
	DS0 - Customer Connection		NA	\$121.94	N/A
	DS1 - Administrative		NA	\$ 142.93	N/A
	DS1 - Design & Central Office		NA	\$ 332.61	N/A
	DS1 - Customer Connection		NA	\$ 185.48	N/A
	DS3 - Administrative		N/A	\$ 207.41	N/A
	DS3 - Design & Central Office		N/A	\$ 659.30	N/A
	DS3 - Customer Connection		N/A	\$ 228.36	N/A
	HFPL Service Order Charge		NA	\$ 13.17	N/A
<b>SUB-LOOPS</b>					
CO to ECS sub-loop					
	2 Wire Analog - area A	\$	3.72	See NRC prices below	
	2 Wire Analog - area B	\$	5.50	See NRC prices below	
	2 Wire Analog - area C	\$	6.73	See NRC prices below	
	4 Wire Analog - area A	\$	7.71	See NRC prices below	
	4 Wire Analog - area B	\$	14.13	See NRC prices below	
	4 Wire Analog - area C	\$	16.62	See NRC prices below	
	2 Wire DSL - area A		TBD	See NRC prices below	
	2 Wire DSL - area B		TBD	See NRC prices below	
	2 Wire DSL - area C		TBD	See NRC prices below	
	4 Wire DSL - area A		TBD	See NRC prices below	
	4 Wire DSL - area B		TBD	See NRC prices below	
	4 Wire DSL - area C		TBD	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	9.55	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	11.69	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	15.30	See NRC prices below	
CO to RT sub-loop					
	4 Wire DS1 Compatible - area A	\$	80.71	See NRC prices below	
	4 Wire DS1 Compatible - area B	\$	79.21	See NRC prices below	
	4 Wire DS1 Compatible - area C	\$	93.21	See NRC prices below	
	DS3 compatible subloop - area A	\$	537.15	See NRC prices below	
	DS3 compatible subloop - area B	\$	865.98	See NRC prices below	
	DS3 compatible subloop - area C	\$	871.00	See NRC prices below	
CO to SAI Sub-Loop					
	2 Wire Analog - area A	\$	3.70	See NRC prices below	
	2 Wire Analog - area B	\$	6.98	See NRC prices below	
	2 Wire Analog - area C	\$	7.83	See NRC prices below	
	4 Wire Analog - area A	\$	7.70	See NRC prices below	
	4 Wire Analog - area B	\$	17.18	See NRC prices below	
	4 Wire Analog - area C	\$	18.85	See NRC prices below	
	2 Wire DSL - area A	\$	3.54	See NRC prices below	
	2 Wire DSL - area B	\$	6.73	See NRC prices below	
	2 Wire DSL - area C	\$	6.84	See NRC prices below	
	4 Wire DSL - area A	\$	6.77	See NRC prices below	
	4 Wire DSL - area B	\$	13.17	See NRC prices below	
	4 Wire DSL - area C	\$	13.33	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	4.52	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	11.36	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	13.82	See NRC prices below	
CO to Terminal sub-loop					
	2 Wire Analog - area A	\$	3.68	See NRC prices below	
	2 Wire Analog - area B	\$	11.27	See NRC prices below	
	2 Wire Analog - area C	\$	16.51	See NRC prices below	
	4 Wire Analog - area A	\$	7.74	See NRC prices below	
	4 Wire Analog - area B	\$	25.73	See NRC prices below	

TBD - To be determined

NRO - Nonrecurring only

ICB -Individual Case Basis

NA -Not Applicable

ILLINOIS		AIT Generic Rates	
<b>UNBUNDLED NETWORK ELEMENTS</b>		<b>AIT RECURRING</b>	<b>AIT NON-REC.</b>
	4 Wire Analog - area C	\$ 36.19	See NRC prices below
	2 Wire DSL - area A	\$ 3.53	See NRC prices below
	2 Wire DSL - area B	\$ 11.02	See NRC prices below
	2 Wire DSL - area C	\$ 15.52	See NRC prices below
	4 Wire DSL - area A	\$ 6.80	See NRC prices below
	4 Wire DSL - area B	\$ 21.71	See NRC prices below
	4 Wire DSL - area C	\$ 30.68	See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 4.51	See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 15.65	See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 22.50	See NRC prices below
ECS to SAI sub-loop			
	2 Wire Analog - area A	\$ 0.99	See NRC prices below
	2 Wire Analog - area B	\$ 1.64	See NRC prices below
	2 Wire Analog - area C	\$ 1.70	See NRC prices below
	4 Wire Analog - area A	\$ 2.00	See NRC prices below
	4 Wire Analog - area B	\$ 3.34	See NRC prices below
	4 Wire Analog - area C	\$ 3.35	See NRC prices below
	2 Wire DSL - area A	\$ 0.99	See NRC prices below
	2 Wire DSL - area B	\$ 1.64	See NRC prices below
	2 Wire DSL - area C	\$ 1.70	See NRC prices below
	4 Wire DSL - area A	\$ 2.00	See NRC prices below
	4 Wire DSL - area B	\$ 3.34	See NRC prices below
	4 Wire DSL - area C	\$ 3.35	See NRC prices below
ECS to Terminal sub-loop			
	2 Wire Analog - area A	\$ 0.98	See NRC prices below
	2 Wire Analog - area B	\$ 5.93	See NRC prices below
	2 Wire Analog - area C	\$ 10.38	See NRC prices below
	4 Wire Analog - area A	\$ 2.03	See NRC prices below
	4 Wire Analog - area B	\$ 11.88	See NRC prices below
	4 Wire Analog - area C	\$ 20.70	See NRC prices below
	2 Wire DSL - area A	\$ 0.98	See NRC prices below
	2 Wire DSL - area B	\$ 5.93	See NRC prices below
	2 Wire DSL - area C	\$ 10.38	See NRC prices below
	4 Wire DSL - area A	\$ 2.03	See NRC prices below
	4 Wire DSL - area B	\$ 11.88	See NRC prices below
	4 Wire DSL - area C	\$ 20.70	See NRC prices below
ECS to NID sub-loop			
	2 Wire Analog - area A	\$ 2.14	See NRC prices below
	2 Wire Analog - area B	\$ 7.36	See NRC prices below
	2 Wire Analog - area C	\$ 11.84	See NRC prices below
	4 Wire Analog - area A	\$ 4.36	See NRC prices below
	4 Wire Analog - area B	\$ 14.74	See NRC prices below
	4 Wire Analog - area C	\$ 23.64	See NRC prices below
	2 Wire DSL - area A	\$ 2.14	See NRC prices below
	2 Wire DSL - area B	\$ 7.36	See NRC prices below
	2 Wire DSL - area C	\$ 11.84	See NRC prices below
	4 Wire DSL - area A	\$ 4.36	See NRC prices below
	4 Wire DSL - area B	\$ 14.74	See NRC prices below
	4 Wire DSL - area C	\$ 23.64	See NRC prices below
SAI to Terminal sub-loop			
	2 Wire Analog - area A	\$ 1.94	See NRC prices below
	2 Wire Analog - area B	\$ 6.00	See NRC prices below
	2 Wire Analog - area C	\$ 9.89	See NRC prices below
	4 Wire Analog - area A	\$ 3.93	See NRC prices below
	4 Wire Analog - area B	\$ 11.99	See NRC prices below
	4 Wire Analog - area C	\$ 19.76	See NRC prices below
	2 Wire DSL - area A	\$ 1.94	See NRC prices below
	2 Wire DSL - area B	\$ 6.00	See NRC prices below
	2 Wire DSL - area C	\$ 9.89	See NRC prices below
	4 Wire DSL - area A	\$ 3.93	See NRC prices below
	4 Wire DSL - area B	\$ 11.99	See NRC prices below
	4 Wire DSL - area C	\$ 19.76	See NRC prices below
SAI to NID sub-loop			
	2 Wire Analog - area A	\$ 3.08	See NRC prices below
	2 Wire Analog - area B	\$ 7.41	See NRC prices below
	2 Wire Analog - area C	\$ 11.36	See NRC prices below
	4 Wire Analog - area A	\$ 6.25	See NRC prices below
	4 Wire Analog - area B	\$ 14.84	See NRC prices below
	4 Wire Analog - area C	\$ 22.70	See NRC prices below
	2 Wire DSL - area A	\$ 3.08	See NRC prices below

TBD - To be determined

NRO - Nonrecurring only

ICB - Individual Case Basis

NA - Not Applicable

ILLINOIS		AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.	
	2 Wire DSL - area B	\$	7.41		See NRC prices below
	2 Wire DSL - area C	\$	11.36		See NRC prices below
	4 Wire DSL - area A	\$	6.25		See NRC prices below
	4 Wire DSL - area B	\$	14.84		See NRC prices below
	4 Wire DSL - area C	\$	22.70		See NRC prices below
	Terminal to NID sub-loop				
	2 Wire Analog - area A	\$	1.75		See NRC prices below
	2 Wire Analog - area B	\$	2.04		See NRC prices below
	2 Wire Analog - area C	\$	2.08		See NRC prices below
	4 Wire Analog - area A	\$	3.56		See NRC prices below
	4 Wire Analog - area B	\$	4.09		See NRC prices below
	4 Wire Analog - area C	\$	4.17		See NRC prices below
	2 Wire DSL - area A	\$	1.75		See NRC prices below
	2 Wire DSL - area B	\$	2.04		See NRC prices below
	2 Wire DSL - area C	\$	2.08		See NRC prices below
	4 Wire DSL - area A	\$	3.56		See NRC prices below
	4 Wire DSL - area B	\$	4.09		See NRC prices below
	4 Wire DSL - area C	\$	4.17		See NRC prices below
	NID sub-loop element				
	2 Wire Analog - area A	\$	0.19		See NRC prices below
	2 Wire Analog - area B	\$	0.24		See NRC prices below
	2 Wire Analog - area C	\$	0.20		See NRC prices below
	4 Wire Analog - area A	\$	0.42		See NRC prices below
	4 Wire Analog - area B	\$	0.50		See NRC prices below
	4 Wire Analog - area C	\$	0.42		See NRC prices below
	2 Wire DSL - area A	\$	0.19		See NRC prices below
	2 Wire DSL - area B	\$	0.24		See NRC prices below
	2 Wire DSL - area C	\$	0.20		See NRC prices below
	4 Wire DSL - area A	\$	0.42		See NRC prices below
	4 Wire DSL - area B	\$	0.50		See NRC prices below
	4 Wire DSL - area C	\$	0.42		See NRC prices below
	2 Wire ISDN Compatible - area A	\$	0.19		See NRC prices below
	2 Wire ISDN Compatible - area B	\$	0.24		See NRC prices below
	2 Wire ISDN Compatible - area C	\$	0.20		See NRC prices below
	4 Wire DS1 Compatible - area A		TBD		See NRC prices below
	4 Wire DS1 Compatible - area B		TBD		See NRC prices below
	4 Wire DS1 Compatible - area C		TBD		See NRC prices below
	DS3 compatible subloop - area A		TBD		See NRC prices below
	DS3 compatible subloop - area B		TBD		See NRC prices below
	DS3 compatible subloop - area C		TBD		See NRC prices below
	<b>Sub-Loop Non-Recurring Charges</b>				
	2-Wire Analog Sub-Loop			\$	238.21
	4-Wire Analog Sub-Loop			\$	239.27
	2-Wire xDSL Digital Sub-Loop			\$	274.66
	4-Wire xDSL Digital Sub-Loop			\$	279.25
	2-Wire ISDN Digital Sub-Loop			\$	305.92
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	513.73
	DS3 Sub-Loop			\$	677.02
	<b>Service Order Charge</b>				
	Establish, per occasion			\$	13.17
	Add or change, per occasion			\$	13.17
	<b>Line Connection Charge</b>				
	per occasion			\$	25.08
	<b>DSL Cross Connects</b>				
*	HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - CLEC Owned Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - SBC Owned	\$	0.56	\$	140.53 N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product				
	<b>HFPL OSS Charge</b>				
*	HFPL OSS Charge - per line	\$	0.87		N/A N/A
	<b>HFPL LST</b>				
	Line & Station Transfer(LST)		N/A		TBD TBD
	<b>Loop Cross Connects</b>				
	DS3 C.O. Cross-Connect to Collocation	\$	33.14		N/A N/A

TBD - To be determined  
NRO - Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

ILLINOIS	AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>	AIT RECURRING		AIT NON-REC.	
<b>Unbundled Local Switching</b>	USAGE			
** ULS Usage, per Originating or Terminating MOU (statewide)	TBD		NA	NA
<i>** Pursuant to ICC Dockets #96-0486/0569 Consolidated</i>				
	PER MESSAGE			
Daily Usage Feed (DUF), per message	\$ 0.000918			
Customized Routing, per Line Class Code, per switch	N/A		\$ 232.00	NA
Billing Establishment, per CLEC, per switch	NA		\$ 138.12	NA
Service Coordination Fee, per CLEC bill, per switch	\$ 1.15		N/A	NA
	USAGE			
** ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ -		NA	NA
ULS-ST Blended Transport MOU	\$ 0.001262		NA	NA
ULS-ST Reciprocal Compensation MOU	\$ 0.0007		NA	NA
ULS-ST Common Transport MOU	\$ 0.000809		NA	NA
ULS-ST Tandem Switching MOU	\$ 0.000215		NA	NA
	PER MESSAGE			
SS7 Signaling Transport associated with ULS-ST	\$ 0.000176		N/A	NA
Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	N/A		\$ 131.45	NA
	USAGE			
<b>Port Charge Per Month</b>				
Analog Line Port	\$ 5.01		\$ 53.01	N/A
Ground Start Port	\$ 5.78		\$ 53.01	N/A
Analog DID Trunk Port	\$ 10.63		\$ 53.01	N/A
ISDN BRI Port	\$ 28.42		\$ 53.01	N/A
ISDN PRI Port	\$ 155.90		\$ 778.06	N/A
Digital Trunking Trunk Port	\$ 102.08		\$ 778.06	N/A
DS1 Trunk Port	\$ 56.78		\$ 778.06	N/A
Centrex Basic Line Port	\$ 9.55		\$ 53.01	N/A
Centrex ISDN BRI Port	\$ 42.07		\$ 53.01	N/A
Centrex EKL Line Port	\$ 27.84		\$ 53.01	N/A
Centrex Attendant Console Line Port	\$ 86.89		\$ 106.01	N/A
* Basic COPTS Port	\$ 5.01		\$ 53.01	N/A
* COPTS-Coin Line Port	\$ 5.01		\$ 53.01	N/A
	USAGE			
<b>Port Non-Recurring Charges</b>				
<b>Basic Line Port</b>				
Service Order - Initial	NA		\$ 2.35	N/A
Service Order - Subsequent	NA		\$ 1.08	
Service Order - Record Work Only	NA		\$ 1.02	N/A
<b>Complex Line Port</b>				
Service Order - Initial	NA		\$ 27.60	N/A
Service Order - Subsequent	NA		\$ 1.08	
Service Order - Record Work Only	NA		\$ 1.02	N/A
<b>ULS Trunk Port</b>				
Service Order - Initial	NA		\$ 26.79	N/A
Service Order - Subsequent	NA		\$ 1.08	
Service Order - Record Work Only	NA		\$ 1.02	N/A
<b>Port Conversion</b>				
Basic Port Conversion	NA		\$ 1.08	N/A
	USAGE			
<b>UNE - P Service Order Charge</b>	NA		\$ 1.02	N/A
	USAGE			
<b>Cross Connects</b>				
2-Wire	\$ 0.14		NA	NA
4-Wire	\$ 0.31		NA	NA
6-Wire	\$ 0.45		NA	NA
8-Wire	\$ 0.62		NA	NA
DS1/LT1	\$ 0.43		NA	NA
DS3/LT3	\$ 0.76		NA	NA
OC3	\$ 76.83		NA	NA
OC12	\$ 405.01		NA	NA
OC48	\$ 981.34		NA	NA
	USAGE			
<b>Tandem Switching</b>				
per minute of use (without Tandem Trunks)	\$ 0.000569		NA	NA
	USAGE			
<b>Dedicated Transport</b>				

TBD - To be determined  
NRO - Nonrecurring  
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NA - Not Applicable

ILLINOIS		AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.	
Entrance Facility:					
DS1	Area A	\$	73.46	NA	NA
	Area B	\$	61.45	NA	NA
	Area C	\$	61.56	NA	NA
DS3	Area A	\$	686.47	NA	NA
	Area B	\$	768.77	NA	NA
	Area C	\$	752.87	NA	NA
OC3	All Areas	\$	311.34	NA	NA
OC12	All Areas	\$	547.79	NA	NA
OC48	All Areas	\$	2,418.86	NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$	17.35	NA	NA
	Interoffice Mileage - Per Mile - All Areas	\$	1.88	NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$	146.93	NA	NA
	Interoffice Mileage - Per Mile - All Areas	\$	29.81	NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$	342.69	NA	NA
	Interoffice Mileage - Per Mile - All Areas	\$	208.80	NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$	571.38	NA	NA
	Interoffice Mileage - Per Mile - All Areas	\$	376.16	NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$	1,269.31	NA	NA
	Interoffice Mileage - Per Mile - All Areas	\$	320.69	NA	NA
<b>Multiplexing</b>					
	DS1 to Voice Grade	\$	275.34	NA	NA
	DS3 to DS1	\$	404.30	NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$	542.03	NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$	105.15	NA	NA
	- Per DS1 Add or Drop	\$	32.48	NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$	637.78	NA	NA
	Add/Drop Function				
	- Per OC3 Add or Drop	\$	146.47	NA	NA
	- Per DS3 Add or Drop	\$	31.77	NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$	724.77	NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$	317.08	NA	NA
	- Per OC3 Add or Drop	\$	146.91	NA	NA
	- Per DS3 Add or Drop	\$	49.90	NA	NA
<b>Dedicated Transport Cross Connects</b>					
DS1		\$	0.43	NA	NA
DS3		\$	0.76	NA	NA
OC3		\$	76.83	NA	NA
OC12		\$	405.01	NA	NA
OC48		\$	981.34	NA	NA
<b>Dark Fiber</b>					
Dark Fiber Interoffice					
	Dark Fiber Interoffice Termination (Per Termination per Fiber)		\$81.19	NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		\$0.00179	NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		\$3.43	NA	NA
Dark Fiber Loop					
	Dark Fiber Loop Termination (Per Termination per Fiber)		\$13.02	NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)		\$0.00210	NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)		\$2.71	NA	NA
Inquiry (Per Request)					
	Dark Fiber Loop - NRC		NA	\$75.13	NA
	Dark Fiber Sub-Loop - NRC		NA	\$75.13	NA
	Dark Fiber Interoffice Transport - NRC		NA	\$322.13	NA
FIRM ORDER (Per Fiber Strand)					
	Administrative per Order		NA	\$23.06	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		NA	\$417.16	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)		NA	\$417.16	NA
	Dark Fiber Interoffice Transport - NRC		NA	\$594.15	NA
<b>Digital Cross-Connect System</b>					
DCS Port Charge					
DS1			ICB	ICB	NA
DS3			ICB	ICB	NA

TBD - To be determined  
NRO - Nonrecurring charge  
ICB - Individual Case Basis  
NA - Not Applicable

ILLINOIS		AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.	
	DCS Establishment Charge		ICB		NA
	Database Modification Charge		ICB		NA
	Reconfiguration Charge		ICB		NA
<b>Dedicated Transport Network Reconfiguration Service (NRS)</b>					
	On rates, terms and conditions specified in FCC Tariff No. 2				
<b>Dedicated Transport Optional Features &amp; Functions</b>					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 443.18	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 41.59			NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 41.59		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 41.59			NA
	- (2) Per Quarter Route Mile	\$ 62.34			NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 205.74			NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 205.74		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 205.74			NA
	- (2) Per Quarter Route Mile	\$ 54.20			NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 848.18			NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 848.18		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 848.18			NA
	- (2) Per Quarter Route Mile	\$ 96.65			NA
<b>Dedicated Transport Installation &amp; Rearrangement Charges</b>					
DS1	Administration Charge - Per Order		NA	\$ 406.61	NA
	Design & Central Office Connection Charge - Per Circuit		NA	\$ 632.71	NA
	Carrier Connection Charge - Per Order		NA	\$ 585.51	NA
DS3	Administration Charge - Per Order		NA	\$ 308.22	NA
	Design & Central Office Connection Charge - Per Circuit		NA	\$ 671.16	NA
	Carrier Connection Charge - Per Order		NA	\$ 377.25	NA
OC3	Administration Charge - Per Order		NA	\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit		NA	\$ 564.71	NA
	Carrier Connection Charge - Per Order		NA	\$ 875.11	NA
OC12	Administration Charge - Per Order		NA	\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit		NA	\$ 564.71	NA
	Carrier Connection Charge - Per Order		NA	\$ 875.11	NA
OC48	Administration Charge - Per Order		NA	\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit		NA	\$ 564.71	NA
	Carrier Connection Charge - Per Order		NA	\$ 875.11	NA
<b>Line Information Database - LIDB</b>					
		<b>USAGE</b>			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.016151	(per query)		NA
	Query Transport (Regional STP Access Validation)	\$ 0.000020	(per query)		NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.016151	(per query)		NA
	Query Transport (Local STP Access Validation)	\$ 0.000132	(per query)		NA
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009942	(per query)		NA
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009942	(per query)		NA
	Service Order Cost			\$ 25.00	NA
	Service Establishment Charge				NA
	LIDB Data Storage & Administration				
	Manual Update			\$ 2.00	(Per Update)
<b>800 Database</b>					
		<b>USAGE</b>			
	Toll Free Database Query (Regional STP Access)	\$ 0.001129	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000125	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001237	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000234	(per query)		
<b>SS7</b>					
<b>SS7 Links - Cross Connects</b>					
	STP to Collocators Cage - DS0				See Dedicated Transport
	STP to Collocators Cage- DS1				See Dedicated Transport
	STP to SWBT MDF - DS0				See Dedicated Transport
	STP to SWBT DSX Frame-DS1				See Dedicated Transport
<b>SS7 Links</b>					
	STP Access Connection - 1.544 Mbps				See Dedicated Transport

TBD - To be determined  
NRO - Nonrecurring charge only  
ICB - Individual Case Basis  
NA - Not Applicable

ILLINOIS	AIT Generic Rates		
<b>UNBUNDLED NETWORK ELEMENTS</b>	<b>AIT RECURRING</b>	<b>AIT NON-REC.</b>	
STP Access Link - 56 Kbps	See Dedicated Transport		
STP Port	\$ 263.19	\$ 714.11	N/A
<b>SS7 Signalling</b>	<b>USAGE</b>		
Signal Switching/IAM msg	\$ 0.000133		
Signal Transport/IAM msg	\$ 0.000084		
Signal Formulation/IAM msg	\$ 0.000451		
Signal Tandem Switching/IAM msg	\$ 0.000299		
Signal Switching/TCAP msg	\$ 0.000108		
Signal Transport/TCAP msg	\$ 0.000057		
Signal Formulation/TCAP msg	\$ 0.000324		
Point Code Addition	N/A	\$ 24.75	N/A
Global Title Translation Addition	N/A	\$ 13.31	N/A
Record			
Disconnect			
<b>Unbundled Switch Port - Vertical Features</b>			
<b>Analog Line Port Features (per feature per port):</b>			
Call Waiting	\$ -	TBD	N/A
Call Forwarding Variable	\$ -	TBD	N/A
Call Forwarding Busy Line	\$ -	TBD	N/A
Call Forwarding Don't Answer	\$ -	TBD	N/A
Three-Way Calling	\$ -	TBD	N/A
Speed Calling - 8	\$ -	TBD	N/A
Speed Calling - 30	\$ -	TBD	N/A
Auto Callback/Auto Redial	\$ -	TBD	N/A
Distinctive Ring/Priority Call	\$ -	TBD	N/A
Selective Call Rejection/Call Blocker	\$ -	TBD	N/A
Auto Recall/Call Return	\$ -	TBD	N/A
Selective Call Forwarding	\$ -	TBD	N/A
Calling Number Delivery	\$ -	TBD	N/A
Calling Name Delivery	\$ -	TBD	N/A
Calling Number/Name Blocking	\$ -	TBD	N/A
Anonymous Call Rejection (to date only available in Texas)	NA	NA	N/A
Remote Access to Call Forwarding (RACF)	\$ -	TBD	N/A
<b>Analog Line Port Features:</b>			
Personalized Ring (per arrangement per port)	\$ -	TBD	N/A
Hunting Arrangement (per arrangement)	\$ -	TBD	N/A
<b>ISDN BRI Port Features (per B Channel, unless noted)</b>			
CSV/CSD per ISDN BRI port (required/provided)	\$ -		
<b>Basic Electronic Key Line (EKL) Features</b>			
Basic EKL provides:			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
<b>Call Appearance Call Handling (CACH) EKL</b>			
CACH EKL includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			

TBD - To be determined  
 NRO - Nonrecurring charge  
 ICB - Individual Case Basis  
 NA - Not Applicable

ILLINOIS	AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>	AIT RECURRING	AIT NON-REC.		
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
<b>ISDN PRI Port Features</b>				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
<b>Analog Trunk Port Features (per feature per port)</b>				
DID #s - per telephone number	\$ 0.01	NA		
<b>DS1 Digital Trunk Port Features (per feature per port)</b>				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA	\$ 491.38	NA	
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	\$ 491.38	NA	
System Initial Establishment per Serving Office - ISDN BRI Only	NA	\$ 491.38	NA	
System Subsequent Change per Serving Office - Analog only system	NA	\$ 66.04	NA	
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	\$ 66.04	NA	
System Subsequent Change per Serving Office - ISDN BRI only system	NA	\$ 66.04	NA	
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA	NA	NA	
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA	NA	NA	
Analog Line Port (ALP) Features for Unbundled Centrex				
System feature initialization per Centrex Common Block	\$ -	\$ 260.52	NA	
System Features (per Centrex Common Block):	\$ 304.33	NA	NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
<b>ISDN BRI Port Features for Unbundled Centrex</b>				
Circuit Switched Voice (CSV)/(CSD) per BRI				
Standard feature initialization per Centrex System	\$ -	\$ 260.52	NA	
System features (per Centrex Common Block):	\$ 304.33	NA	NA	

TBD - To be determined  
 NRO - Nonrecurring charge  
 ICB -Individual Case Basis  
 NA -Not Applicable

ILLINOIS		AIT Generic Rates		
<b><u>UNBUNDLED NETWORK ELEMENTS</u></b>		AIT RECURRING		AIT NON-REC.
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
Custom Access Treatment Code (TX only)				
Denied Origination (TX only)				
Denied Termination (TX only)				
Intercom Dialing (TX only)				
<b>* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.</b>				
<b><u>RESALE</u></b>				
	See the "Illinois Resale Pricing" schedule			
<b>Line Connection Charge</b>				
Residence				NA
Business				NA
<b>Service Order/Service Request Charge</b>				
Residence				\$18.85
Business				\$14.12
<b>Non-Electronic (Manual) Service Order Charge</b>				
Residence				\$24.19
Business				\$17.17
<b><u>OTHER</u></b>				
	Directory Assistance			
	Directory Assistance, per occurrence	\$ 0.30		NA NA
	Directory Assistance Call Completion (DACC)	\$ 0.15		NA NA
	Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35		NA NA
	Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA
	- per call	\$ 0.025		
	Branding - Facility Based - Initial/Subsequent Load		\$ 800.00	NA
	- Branding, per trunk group	NA		
	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA	\$ 2,200.00	NA
	Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	NA
	DA Listings			
	DA Listing Liscense			
	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
	- per listing for initial load	NA	\$ 0.040	NA
	- per listing for subsequent updates	NA	\$ 0.060	NA

TBD - To be determined  
NRO - Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

ILLINOIS		AIT Generic Rates			
<b>UNBUNDLED NETWORK ELEMENTS</b>		AIT RECURRING		AIT NON-REC.	
	Option #2 Full File (all states inclusive) Billable Release				
	- per listing for initial load	NA		\$ 0.020	NA
	- per listing for subsequent updates	NA		\$ 0.030	NA
	- per usage/query	NA		\$ 0.020	NA
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
	- per listing for initial load	NA		\$ 0.050	NA
	- per listing for subsequent updates	NA		\$ 0.060	NA
	Option #4 Pick & Choose (by state) Billable Release				
	- per listing for initial load	NA		\$ 0.020	NA
	- per listing for subsequent updates	NA		\$ 0.030	NA
	- per usage/query	NA		\$ 0.020	NA
	Operator Services				
	Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
	Operator Assisted Call Processing, per work second	\$ 0.02		NA	NA
	Branding - Other - Initial/Subsequent Load			\$ 1,800.00	NA
	- per call	\$ 0.025			
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$ 800.00	NA
	Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	NA
	Structure Access - Poles & Ducts		Annually		
	Per Pole attachment	\$ 1.69		NA	NA
	Per Foot of innerduct:				
	with two or fewer innerducts	\$ 0.38		NA	NA
	with three innerducts	\$ 0.26		NA	NA
	with four innerducts	\$ 0.19		NA	NA
	Application fee			\$ 200.00	
	Emergency Number Service Access				
	911 Selective Router Interconnection				
	-Digital DS1 interface	\$ 198.11		\$ 706.64	
	-Each DSO installed	\$ -		\$ 507.00	
	-Analog Channel Interface	\$ 19.99		\$ 610.45	
	ANI/ALI/SR and Database Management				
	- Per 100 records, rounded up to nearest 100	\$ 77.97		\$ 6.46	
	911 Selective Router Switch Administration				
	-Per Selective Router	\$ 91.49		\$ 5,557.82	
	<b>RECIPROCAL COMPENSATION</b>				
	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	\$0.0007			
	<b>TRANSIT SERVICE</b>				
	<b>Tandem Switching</b>				
	per minute of use	\$ 0.004836		NA	
	<b>Tandem Termination</b>				
	per minute of use	\$ 0.000189		NA	
	<b>Tandem Facility</b>				
	per minute of use	\$ 0.000093		NA	

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AMERITECH  
 TELEPHONE COMPANY  
 ILLINOIS  
 Rates  
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APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

		<u>Collocation Services</u>				
Illinois		<u>CAGE</u>				
		<u>QUOTE SHEET</u>				
					<u>RATE</u>	<u>RATE</u>
<u>COST ELEMENT</u>		<u>UNIT</u>	<u>USOC</u>		<u>MONTHLY</u>	<u>NON-</u>
					<u>RECURRING</u>	<u>RECURRING</u>
<b><u>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</u></b>						
<b><u>REAL ESTATE</u></b>						
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB				\$30.11
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N				\$58.59
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L			\$7.97	
<b><u>COMMON SYSTEMS</u></b>						
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A			\$0.39	\$134.46
<b><u>POWER PROVISIONING</u></b>						
<b><u>Power Engineering:</u></b>						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$672.75
DC Power Engineering	Per Application	NRL6P				\$735.07
<b><u>Power Panel:</u></b>						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
<b><u>Power Cable and Infrastructure:</u></b>						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.16	\$55.72
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
<b><u>Equipment Grounding:</u></b>						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.10	\$35.39
<b><u>POWER CONSUMPTION (Including HVAC)</u></b>						
20 Amps	Per 20 Amps	S8FPT			\$0.00	
40 Amps	Per 40 Amps	S8FQD			\$0.00	
50 Amps	Per 50 Amps	S8FPS			\$0.00	
100 Amps	Per 100 Amps	S8FQE			\$0.00	
200 Amps	Per 200 Amps	S8FQF			\$0.00	
400 Amps	Per 400 Amps	SP1QJ			\$0.00	
<b><u>FIBER CABLE PLACEMENT</u></b>						
<b><u>Central Office:</u></b>						
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9			\$14.22	\$1,084.36
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$13.94	

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AMERITECH  
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APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

<b>Collocation Services</b>					
<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
<b>MISCELLANEOUS COSTS</b>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$17.11
Bits Timing	Per two circuits	S8FQT		\$0.58	\$807.30
Space Availability Report	Per Premise	NRLYX			\$131.55
Security Access / ID Cards	Per Card	NRLZW			\$35.66
ID Card	Per Card	NONE			\$0.00
<b>Cage Prep Costs</b>					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$579.91
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$643.20
Cage Fencing Placement	Per Linear Foot of cage enclosure				\$0.00
Cage Fencing Removal	Per Linear Foot Removed				\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated				\$0.00
Cage Door & Lock	Each				\$0.00
Backboard	Each				\$0.00
Signage	Each				\$0.00
Overhead light	Each				\$0.00
AC Electrical Outlet	Each				\$0.00
<b>INTERCONNECTION COSTS:</b>					
<b>ILEC TO CLEC CONNECTION</b>					
Route Design	Per Application	NRL6R			\$1,227.59
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$4.86	\$196.93
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$4.86	\$196.93
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$386.50	\$6,221.05
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$2.35	\$533.76
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$199.37	\$4,133.32
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$1.08	\$188.84
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$6.32	\$304.97
Fiber Racking per 24 Fiber Cable	Per Placement				

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APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

		<u>Collocation Services</u>			
<b><u>CLEC TO CLEC CONNECTION</u></b>					
Route Design	Per Placement/Per Route	NRL6W			\$884.71
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.46	
4 Inch Conduit	Per Placement (CLEC Provides)				
<b><u>SBC ACTIVITIES:</u></b>					
<b><u>ENGINEERING DESIGN</u></b>					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$16.30
<b><u>PROJECT MANAGEMENT</u></b>					
<b><u>INITIAL</u></b>					
Application Processing	Per CLEC Application	NRL1D			\$847.33
Project Coordination	Per CLEC Application	NRL57			\$2,846.62
<b><u>AUGMENT</u></b>					
Application Processing	Per CLEC Application Augment	NRL1F			\$547.30
Project Coordination	Per CLEC Application Augment	NRL58			\$1,537.03
<b><u>TIME SENSITIVE ACTIVITIES</u></b>					
<b><u>PRE-VISIT</u></b>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$26.69
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$13.07
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$15.23
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$21.43
<b><u>CONSTRUCTION-VISIT</u></b>					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$21.43
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$26.69

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APPENDIX PRICING  
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<b>Collocation Services</b>						
<b>Illinois</b>			<b>CAGELESS QUOTE SHEET</b>			
				<b>RATE</b>	<b>RATE</b>	
<b>COST ELEMENT</b>			<b>UNIT</b>	<b>USOC</b>	<b>MONTHLY RECURRING</b>	<b>NON-RECURRING</b>
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>						
<b>REAL ESTATE</b>						
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)		S8FWC			\$301.10
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)		S8FWG			\$585.90
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)		S8F9C		\$79.70	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)		S8FWD			\$541.98
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)		S8FWH			\$1,054.62
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)		S8F9E		\$143.46	
<b>COMMON SYSTEMS</b>						
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)		S8FWE		\$4.90	\$1,702.50
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)		S8FWF		\$8.82	\$3,064.50
<b>POWER PROVISIONING</b>						
<b>Power Engineering:</b>						
I/LEC-Vendor Engineering	Per Application		NRL6Q			\$672.75
DC Power Engineering	Per Application		NRL6P			\$735.07
<b>Power Panel:</b>						
50 Amp	Per Power Panel (CLEC Provides)		NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)		NONE			\$0.00
<b>Power Cable and Infrastructure:</b>						
Power Cable Rack	Per Four Power Cables or Quad		S8F29		\$0.16	\$55.72
20 Amp	Per Four Power Cables or Quad		NONE			\$0.00
40 Amp	Per Four Power Cables or Quad		NONE			\$0.00
50 Amp	Per Four Power Cables or Quad		NONE			\$0.00
100 Amp	Per Four Power Cables or Quad		NONE			\$0.00
200 Amp	Per Four Power Cables or Quad		NONE			\$0.00
<b>Equipment Grounding:</b>						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay		S8FCR		\$0.10	\$35.39
<b>POWER CONSUMPTION (Including HVAC)</b>						
20 Amps	Per 20 Amps		S8FPT		\$0.00	
40 Amps	Per 40 Amps		S8FQD		\$0.00	
50 Amps	Per 50 Amps		S8FPS		\$0.00	
100 Amps	Per 100 Amps		S8FQE		\$0.00	
200 Amps	Per 200 Amps		S8FQF		\$0.00	
400 Amps	Per 400 Amps		SP1QJ		\$0.00	
<b>FIBER CABLE PLACEMENT</b>						
<b>Central Office:</b>						
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)		S8FQ9		\$14.22	\$1,084.36
Entrance Conduit	Per Fiber Cable Sheath		S8FW5		\$13.94	

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		<b>Collocation Services</b>				
<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>						
<b>MISCELLANEOUS COSTS</b>						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>		<b>\$0.01</b>		<b>\$17.11</b>
Bits Timing	Per two circuits	<b>S8FQT</b>		<b>\$0.58</b>		<b>\$807.30</b>
Space Availability Report	Per Premise	<b>NRLYX</b>				<b>\$131.55</b>
Security Access / ID Cards	Per Card	<b>NRLZW</b>				<b>\$35.66</b>
ID Card	Per Card	<b>NONE</b>				<b>\$0.00</b>
<b>CAGELESS / POT BAY OPTIONS</b>						
Equipment Bay	CLEC Provided					
Non Standard Bay	CLEC Provided					
VF/DS0 Termination Panel	CLEC Provided					
VF/DS0 Termination Module	CLEC Provided					
DDP-1 Panel	CLEC Provided					
DDP-1 Jack Access Card	CLEC Provided					
DS3/STS-1 Interconnect Panel	CLEC Provided					
DS3 Interconnect Module	CLEC Provided					
Fiber Optic Splitter Panel	CLEC Provided					
Fiber Termination Dual Module	CLEC Provided					
<b>INTERCONNECTION COSTS:</b>						
<b>ILEC TO CLEC CONNECTION</b>						
Route Design	Per Application	<b>NRL6R</b>				<b>\$1,227.59</b>
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	<b>S8F3E</b>		<b>\$4.86</b>		<b>\$196.93</b>
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	<b>S8FWV</b>		<b>\$4.86</b>		<b>\$196.93</b>
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	<b>S8F2J</b>		<b>\$386.50</b>		<b>\$6,221.05</b>
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	<b>S8F2P</b>		<b>\$2.35</b>		<b>\$533.76</b>
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	<b>S8F21</b>		<b>\$199.37</b>		<b>\$4,133.32</b>
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	<b>S8F25</b>		<b>\$1.08</b>		<b>\$188.84</b>
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	<b>S8F49</b>		<b>\$6.32</b>		<b>\$304.97</b>
Fiber Racking per 24 Fiber Cable	Per Placement					
<b>CLEC TO CLEC CONNECTION</b>						
Route Design	Per Placement/Per Route	<b>NRL6W</b>				<b>\$884.71</b>
Cable Installation	Per Placement (CLEC Installs)					
50 Pr Shielded Cable	Per Placement (CLEC Provides)					
Cable Rack per 50 pr Cable	Per Placement	<b>S8F4X</b>		<b>\$0.23</b>		
DS-3 Coax Cable	Per Placement (CLEC Provides)					
Cable Rack Per DS-3	Per Placement	<b>S8F4Y</b>		<b>\$0.15</b>		
4 Fiber Jumper	Per Placement (CLEC Provides)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	<b>S8F4Z</b>		<b>\$0.97</b>		
24 Fiber Cable	Per Placement (CLEC Provides)					
Fiber Racking per 24 Fiber Cable	Per Placement	<b>S8F4G</b>		<b>\$0.46</b>		
4 Inch Conduit	Per Placement (CLEC Provides)					

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APPENDIX PRICING  
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 Collocation Services

<b>Collocation Services</b>				
<b><u>SBC ACTIVITIES:</u></b>				
<b><u>ENGINEERING DESIGN</u></b>				
CO Survey and				
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.30
<b><u>PROJECT MANAGEMENT</u></b>				
<b><u>INITIAL</u></b>				
Application Processing	Per CLEC Application	NRL1D		\$847.33
Project Coordination	Per CLEC Application	NRL57		\$2,846.62
<b><u>AUGMENT</u></b>				
Application Processing	Per CLEC Application Augment	NRL1F		\$547.30
Project Coordination	Per CLEC Application Augment	NRL58		\$1,537.03
<b><u>TIME SENSITIVE ACTIVITIES</u></b>				
<b><u>PRE-VISIT</u></b>				
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.69
Com. Tech. -Craft	Per 1/4 hour	NRL14		\$13.07
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$15.23
Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.43
<b><u>CONSTRUCTION-VISIT</u></b>				
Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.43
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.69

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 AIT-IL / CLEC  
 Collocation Services

<u>Collocation Services</u>						
Illinois		<u>ADJACENT STRUCTURE</u>				
<u>COST SUMMARY</u>						
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				RATE	RATE	
				MONTHLY	NON-	
COST ELEMENT			UNIT	USOC	RECURRING	RECURRING
<b><u>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</u></b>						
<b><u>REAL ESTATE</u></b>						
Floor Space Usage		Per Sq. Ft. of land used by CLEC		S8F55	\$0.00	
<b><u>CONDUIT PLACEMENT</u></b>						
Co to Adjacent Structure		Per Linear Foot per 7 Ducts		NRL8L		\$359.25
Set Up and Wall Coring		Per Placement		S8F8E		\$6,681.75
<b><u>DC POWER PROVISIONING</u></b>						
<b>Power Engineering:</b>						
DC Power Engineering		Per Placement		S8F8V		\$735.07
<b>50 Amp DC Power Extension</b>						
50 Amp Power Panel		Per Power Panel (CLEC Provides)		NONE		\$0.00
ILEC-Vendor Engineering		Per Four Power Cables (quad)		S8FWZ		\$6,660.23
50 Amp Cable Extension		Per Cable Quad Per Linear Foot (CLEC Provides Cable)		NONE		\$0.00
<b>200 Amp DC Power Extension</b>						
200 Amp Power Panel		Per Power Panel (CLEC Provides)		NONE		\$0.00
ILEC-Vendor Engineering		Per Four Power Cables (quad)		S8FW3		\$6,660.23
200 Amp Cable Extension		Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
<b><u>DC POWER CONSUMPTION</u></b>						
20 Amps		Per 20 Amps		S8FWJ	\$0.00	
40 Amps		Per 40 Amps		S8FNK	\$0.00	
50 Amps		Per 50 Amps		S8FWK	\$0.00	
100 Amps		Per 100 Amps		S8FWL	\$0.00	
200 Amps		Per 200 Amps		S8F3U	\$0.00	
<b><u>AC POWER PROVISIONING</u></b>						
100 Amp AC Power Extension		Per Linear Foot (CLEC Installs)				
AC Power		Per KWH		S8F56	\$0.07	
<b><u>SBC ACTIVITIES:</u></b>						
<b><u>ENGINEERING DESIGN</u></b>						
CO Site Survey				NRL84		\$2,967.63
<b><u>PROJECT MANAGEMENT</u></b>						
<b>INITIAL</b>						
Application Processing		Per CLEC Application		NRL6X		\$675.89
Project Coordination		Per CLEC Application		NRL6Z		\$4,800.89
<b>AUGMENT</b>						
Application Processing		Per CLEC Application Augment		NRL6Y		\$547.30
Project Coordination		Per CLEC Application Augment		NRL83		\$2,280.39
<b><u>OPTIONAL COST:</u></b>						
<b><u>FIBER CABLE PLACEMENT</u></b>						
Fiber Cable Engineering		Per Placement		S8FW6		\$852.36
Fiber Cable /Rack		Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab		S8FW7	\$5.36	
Innerduct Placement		Per Linear Foot		S8FW8		\$1.61

TBD- To be Determined  
 NRO - Nonrecurring only  
 ICB -Individual Case Basis  
 NA- Not Applicable  
 ## - USOC Under Development

AMERITECH  
 TELEPHONE COMPANY  
 ILLINOIS  
 Rates  
 01/25/02

APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

		<u>Collocation Services</u>		
<b><u>INTERCONNECTION COSTS:</u></b>				
<b><u>INTERCONNECTION EXTENSION</u></b>				
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)			
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)			
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)			
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)			
<b><u>INTERCONNECTION COSTS:</u></b>				
<b><u>ILEC TO CLEC CONNECTION</u></b>				
Route Design	Per Application	NRL8P		\$1,227.59
Installation	Per Cable (CLEC Installs)			
Voice Grade Arrangement Rack - Voice Grade	100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$4.86	\$196.93
Voice Grade Arrangement Rack - Voice Grade	100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$4.86	\$196.93
DS1 Arrangement - DCS Rack - DS1 - DCS	28 DS1 (CLEC Provides Cable)	S8F2L	\$386.50	\$6,221.05
DS1 Arrangement - DSX Rack - DS1 - DSX	28 DS1 (CLEC Provides Cable)	S8F2R	\$2.35	\$533.76
DS3 Arrangement - DCS Rack - DS3 - DCS	1 DS3 (CLEC Provides Cable)	S8F23	\$199.37	\$4,133.32
DS3 Arrangement - DSX Rack - DS3 - DSX	1 DS3 (CLEC Provides Cable)	S8F27	\$1.08	\$188.84
Fiber Arrangement Fiber Racking per 24 Fiber Cable	12 Fiber Pairs (CLEC Provides Cable)	S8F3N	\$6.32	\$304.97
<b><u>CLEC TO CLEC CONNECTION</u></b>				
Route Design	Per Placement	NRL8Q		\$884.71
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
Cable Rack per 50 pr Cable	Per Placement	S8F57	\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
Cable Rack Per DS-3	Per Placement	S8F58	\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59	\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides Cable)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61	\$0.46	
4 Inch Conduit	Per Placement (CLEC Provided)			

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APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

<u>Collocation Services</u>					
<b><u>TIME SENSITIVE ACTIVITIES</u></b>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		NRL11		\$26.69
Com. Tech. -Craft	Per 1/4 hour		NRL14		\$13.07
C.O. Mgr. -1 Lv	Per 1/4 hour		NRL12		\$15.23
Floor Space planner 1 Lv	Per 1/4 hour		NRL13		\$21.43
Project Mgr. -1 Lv	Per 1/4 hour		NRL15		\$21.43
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour		NRL16		\$26.69

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APPENDIX PRICING  
 AIT-IL / CLEC  
 Collocation Services

<b>Collocation Services</b>						
<b>Illinois</b>						
<b>VIRTUAL COLLOCATION QUOTE SHEET</b>						
			<b>RATE</b>		<b>RATE</b>	
<b>COST ELEMENT</b>			<b>UNIT</b>	<b>USOC</b>	<b>MONTHLY RECURRING</b>	<b>NON-RECURRING</b>
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>						
<b>REAL ESTATE</b>						
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)		<b>S8F62</b>		<b>\$38.28</b>	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)		<b>S8F63</b>		<b>\$68.90</b>	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)		<b>S8F66</b>		<b>\$38.28</b>	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)		<b>S8F67</b>		<b>\$68.90</b>	
<b>EQUIPMENT BAYS</b>						
Equipment Bay Standard	Per Standard Bay (CLEC Provides)					
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)					
<b>COMMON SYSTEMS</b>						
Common Systems - Standard Bay	Per Standard Equipment Bay		<b>S8F64</b>		<b>\$16.92</b>	
Common Systems - Non-Standard Bay	Per Non-Standard Bay		<b>S8F65</b>		<b>\$30.46</b>	
<b>POWER PROVISIONING</b>						
<b>Power Engineering:</b>						
I/LEC-Vendor Engineering	Per Application		<b>NRLJX</b>			<b>\$672.75</b>
DC Power Engineering	Per Application		<b>NRLFU</b>			<b>\$735.07</b>
<b>Power Panel:</b>						
50 Amp	Per Power Panel (CLEC Provides)					
<b>Power Cable and Infrastructure:</b>						
Power Cable Rack Occupancy	Per Four Power Cables or Quad		<b>S8F68</b>		<b>\$0.84</b>	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)					
40 Amp	Per Four Power Cables or Quad (CLEC Provides)					
50 Amp	Per Four Power Cables or Quad (CLEC Provides)					
<b>Equipment Grounding:</b>						
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay		<b>S8F69</b>		<b>\$0.59</b>	
<b>POWER CONSUMPTION</b>						
DC Power Usage	Per Amp		<b>S8F78</b>		<b>\$0.00</b>	
<b>FIBER CABLE PLACEMENT</b>						
Fiber Cable Placement	Per Fiber Cable Sheath		<b>S8F79</b>		<b>\$9.32</b>	<b>\$2,640.28</b>
Entrance Conduit	Per Fiber Cable Sheath		<b>S8F8G</b>		<b>\$13.94</b>	
<b>SBC ACTIVITIES:</b>						
<b>ENGINEERING DESIGN</b>						
CO Survey						
<b>PROJECT MANAGEMENT</b>						
<b>INITIAL</b>						
Application Processing	Per CLEC Application		<b>NRL1U</b>			<b>\$504.44</b>
Project Coordination	Per CLEC Application		<b>NRL59</b>			<b>\$3,288.84</b>
<b>AUGMENT</b>						
Application Processing	Per CLEC Application Augment		<b>NRL56</b>			<b>\$375.86</b>
Project Coordination	Per CLEC Application Augment		<b>NRL5Z</b>			<b>\$1,537.03</b>

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APPENDIX PRICING  
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 Collocation Services

<b>Collocation Services</b>				
<b><u>TIME SENSITIVE ACTIVITIES</u></b>				
<b><u>TRAINING</u></b>				
Communication Technician	Per 1/2 Hour	NRLJY		\$26.14
C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$30.47
Power Engineer	Per 1/2 Hour	NRLNQ		\$42.86
Equipment Engineer	Per 1/2 Hour	NRLP6		\$42.86
<b><u>EQUIPMENT MAINTENANCE COST</u></b>				
Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$13.07
<b><u>EQUIPMENT EVALUATION COST</u></b>				
Equipment Engineer	Per 1/2 Hour	NRLP7		\$42.86
<b><u>CONSTRUCTION COORDINATION</u></b>				
Communication Technician	Per 1/2 Hour	NRLVD		\$26.14
<b><u>TEST &amp; ACCEPTANCE</u></b>				
Communication Technician	Per 1/2 Hour	NRLVD		\$26.14
<b><u>INTERCONNECTION COSTS:</u></b>				
<b><u>ILEC TO CLEC CONNECTION</u></b>				
Route Design	Per Placement	NRLWF		\$1,227.59
Cable Installation	Per Arrangement			
Voice Grade Arrangement	100 Copper Pairs	S8F82	\$2.17	\$196.93
Includes Rack & Maintenance-Voice G	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$2.17	\$196.93
Includes Rack & Maintenance-Voice G	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1	S8F8X	\$386.50	\$6,221.05
Includes Rack & Maintenance - DS1 - I	28 DS1			
DS1 Arrangement - DSX	28 DS1	S8F8Y	\$2.35	\$533.76
Includes Rack & Maintenance - DS1 - I	28 DS1			
DS3 Arrangement - DCS	1 DS3	S8F8Z	\$199.37	\$4,133.32
Includes Rack & Maintenance - DS3 - I	1 DS3			
DS3 Arrangement - DSX	1 DS3	S8F81	\$1.08	\$188.84
Includes Rack & Maintenance - DS3 - I	1 DS3			
4 Fiber Jumper	Per Placement	S8F84	\$5.84	\$152.49
Fiber Raceway per 4 Fiber Jumper	Per Placement			
<b><u>CLEC TO CLEC CONNECTION</u></b>				
Route Design	Per Placement/Per Route	NRLWG		\$970.43
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.33	
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement	S8F86	\$0.22	
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.41	
24 Fiber Cable	Per Placement (CLEC Provides)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.66	
<b><u>MISCELLANEOUS COSTS</u></b>				
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.05	\$17.11
Bits Timing	Per two circuits	S8F7Z	\$2.34	\$807.30

**ICC JUNE 9, 2004 ORDER AMENDMENT  
TO THE INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")<sup>1</sup> and Neutral Tandem-Illinois, LLC ("CLEC").

**WHEREAS**, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

**WHEREAS**, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

**WHEREAS**, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

**WHEREAS**, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

## **1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

## **2. AMENDMENT TO THE AGREEMENT**

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
  - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the

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<sup>1</sup>Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

Agreement became effective between CLEC and SBC Illinois following ICC approval or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law, or (ii) June 25, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) (“Adopting CLEC”) pursuant to 47 U.S.C. § 252(i) after June 25, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Illinois following the ICC’s order approving the adopting CLEC’s Section 252(i) adoption or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law (“Section 252(i) Effective Date”), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

### **3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act (“Amendment Effective Date”); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days’ written notice to the other.

### **4. TERM OF AMENDMENT**

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

### **5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

- 5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively “Law”), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code.

### **6. RESERVATIONS OF RIGHTS**

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order (rel. Aug. 21,

2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC Illinois (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC Illinois (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

## **7. MISCELLANEOUS**

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Neutral Tandem-Illinois, LLC

Illinois Bell Telephone Company d/b/a SBC Illinois  
by SBC Telecommunications, Inc., its Authorized  
Agent

By: David Tatak

By: Kathy J. Wilkinson

Printed: DAVID TATAK

Printed: Kathy J. Wilkinson

Title: VP BILLING & REVENUE

Title: *For/* Senior Vice President -  
Industry Markets & Diversified Businesses

Date: \_\_\_\_\_

Date: 12-2-2004

FACILITIES-BASED OCN # 505 B

ACNA OWS

# ATTACHMENT A

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	Footnote
2		<u>NETWORK ELEMENTS</u>				
3		<u>Loops</u>				
4		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40	See NRC prices below	
6		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91	See NRC prices below	
7		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11	See NRC prices below	
8		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13	See NRC prices below	
9		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71	See NRC prices below	
10		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11	See NRC prices below	
11		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28	See NRC prices below	
12		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94	See NRC prices below	
13		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24	See NRC prices below	
14		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30	See NRC prices below	
15		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62	See NRC prices below	
16		Conditioning for dB Loss		NA	See NRC prices below	
17		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27	See NRC prices below	
18		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25	See NRC prices below	
19		4-Wire Analog - Rural (Access Area C)	U4XHC	\$ 34.97	See NRC prices below	
20		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44	See NRC prices below	
21		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76	See NRC prices below	
22		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24	See NRC prices below	
23		4-Wire Digital - Metro (Access Area A)	4U1XA	\$ 27.72	See NRC prices below	
24		4-Wire Digital - Digital - Suburban (Access Area B)	4U1XB	\$ 40.49	See NRC prices below	
25		4-Wire Digital - Rural (Access Area C)	4U1XC	\$ 53.82	See NRC prices below	
26		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73	See NRC prices below	
27		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76	See NRC prices below	
28		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15	See NRC prices below	
29						
30		<u>DSL Capable Loops</u>				
31		2-Wire xDSL Loop				
32		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09	See NRC prices below	
33		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57	See NRC prices below	
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81	See NRC prices below	
35						
36		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09	See NRC prices below	
37		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57	See NRC prices below	
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81	See NRC prices below	
39						
40		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09	See NRC prices below	
41		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57	See NRC prices below	
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81	See NRC prices below	
43						
44		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09	See NRC prices below	
45		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57	See NRC prices below	

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46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.81	See NRC prices below	
47							
48		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	5.09	See NRC prices below	
49		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.57	See NRC prices below	
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.81	See NRC prices below	
51							
52		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	5.09	See NRC prices below	
53		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.57	See NRC prices below	
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.81	See NRC prices below	
55							
56		4-Wire xDSL Loop					
57		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	7.93	See NRC prices below	
58		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.93	See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	33.59	See NRC prices below	
60							
61		<u>IDSL Capable Loop</u>					
62		IDSL Loop Access Area A - Metro	UY5FA	\$	5.44	See NRC prices below	
63		IDSL Loop Access Area B - Suburban	UY5FB	\$	17.76	See NRC prices below	
64		IDSL Loop Access Area C - Rural	UY5FC	\$	22.24	See NRC prices below	
65							
66		<u>Loop Non-Recurring Charges</u>					
67		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Discon	SEPUP	\$	11.27	/1/	
68	*	Service Order - Initial (Connect)	PENDING	NA	\$ 6.76	/2/	
69		Service Order - (Disconnect)	PENDING	\$	6.36	/2/	
70	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	REAH9	NA	\$ 6.76		
71	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	NR9UP	NA	\$ 5.78		
72	*	Line Connection charge - analog Loop - Per Termination (connect + disconnect)	SEPUC	NA	\$ 50.13	/1/	
73		Line Connection (Connection)	PENDING	\$	43.97	/2/	
74		Line Connection (Initial)	PENDING	\$	49.00	/2/	
75		Line Connection (Additional)	PENDING	\$	33.92	/2/	
76		Line Connection (Disconnect)	PENDING	\$	8.68	/2/	
77		Line Connection (Disconnect- Initial)	PENDING	\$	9.50	/2/	
78		Line Connection (Disconnect- Additional)	PENDING	\$	7.03	/2/	
79		Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect)	NR90R	\$	16.74	/1/	
80		Service Ordering -(DS1) - Administrative Charge (Connect)	PENDING	\$	10.64	/2/	
81	*	Service Ordering -(DS1) - Administrative Charge (Disconnect)	PENDING	NA	\$ 8.60	/2/	
82		Service Provisioning (DS1) (Connect + Disconnect)	NR90U	\$	206.06	/1/	
83	*	DS1 - Design & Central Office (connect- Initial)	PENDING	NA	\$ 200.75	/2/	
84		DS1 - Design & Central Office (connect- Additional)	PENDING	\$	100.57	/2/	
85		DS1 - Design & Central Office (Disconnect Initial)	PENDING	\$	7.49	/2/	
86		DS1 - Design & Central Office (Disconnect Additional)	PENDING	\$	5.83	/2/	
87		Service Ordering -(DS3) - Administrative Charge (Connect + Disconnect)	NR90Y	\$	16.74	/1/	
88	*	DS3 - Administrative (Connection)	PENDING	N/A	\$ 10.64	/2/	
89		DS3 - Administrative (Disconnect)	PENDING	\$	8.60	/2/	
90		Service Provisioning (DS3) (Connect + Disconnect)	NR901	\$	89.95	/1/	
91		Connection	PENDING	\$	84.49	/2/	
92		Initial	PENDING	\$	84.49	/2/	
93		Additional	PENDING	\$	28.79	/2/	
94		Disconnection	PENDING	\$	7.68	/2/	

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95	Initial	PENDING		\$	7.68	/2/
96	Additional	PENDING		\$	6.02	/2/
97						
98	Enhanced Extended Loop (EEL) Service Order per LSR					
99	Analog Loop Service Order Charge, per ASR or LSR					
100	Electronic Establish (Connection + Disconnection)	PENDING		\$	16.61	/1/
101	Connection	PENDING		\$	10.48	/2/
102	Disconnection	PENDING		\$	8.63	/2/
103	Electronic Subsequent	PENDING		\$	10.04	
104	Manual Establish (Connection + Disconnection)	PENDING		\$	93.25	/1/
105	Connection	PENDING		\$	63.12	/2/
106	Disconnection	PENDING		\$	42.47	/2/
107	Manual Subsequent	PENDING		\$	59.18	/1/
108						
109	2-Wire Digital Loop Service Order Charge					
110	Electronic Establish (Connection + Disconnection)	PENDING		\$	16.61	/1/
111	Connection	PENDING		\$	10.48	/2/
112	Disconnection	PENDING		\$	8.63	/2/
113	Electronic Subsequent	PENDING		\$	10.04	
114	Manual Establish (Connection + Disconnection)	PENDING		\$	93.25	/1/
115	Connection	PENDING		\$	63.12	/2/
116	Disconnection	PENDING		\$	42.47	/2/
117	Manual Subsequent	PENDING		\$	59.18	/1/
118						
119	DS1 Loop Service Order Charge per ASR or LSR					
120	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.27	/1/
121	Connection	PENDING		\$	11.14	/2/
122	Disconnection	PENDING		\$	8.63	/2/
123	Electronic Subsequent	PENDING		\$	10.04	
124	Manual Establish (Connection + Disconnection)	PENDING		\$	99.88	/1/
125	Connection	PENDING		\$	69.74	/2/
126	Disconnection	PENDING		\$	42.47	/2/
127	Manual Subsequent	PENDING		\$	59.18	/1/
128						
129	DS1 Transport Service Order Charge per ASR or LSR					
130	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56	/1/
131	Connection	PENDING		\$	11.44	/2/
132	Disconnection	PENDING		\$	8.63	/2/
133	Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
134	Connection	PENDING		\$	72.70	/2/
135	Disconnection	PENDING		\$	42.47	/2/
136						
137	DS3 Transport Service Order Charge per ASR or LSR					
138	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56	/1/
139	Connection	PENDING		\$	11.44	/2/
140	Disconnection	PENDING		\$	8.63	/2/
141	Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
142	Connection	PENDING		\$	72.70	/2/

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143	Disconnection		PENDING	\$	42.47	/2/
144						

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145	Central Office DS1 to Voice Mux Service Order				
146	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56 /1/
147	Connection	PENDING		\$	11.44 /2/
148	Disconnection	PENDING		\$	8.63 /2/
149	Manual Establish (Connection + Disconnection)	PENDING		\$	102.83 /1/
150	Connection	PENDING		\$	72.70 /2/
151	Disconnection	PENDING		\$	42.47 /2/
152					
153	Non-Channelized DS1 EEL Service Order				
154	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.27 /1/
155	Connection	PENDING		\$	11.14 /2/
156	Disconnection	PENDING		\$	8.63 /2/
157	Manual Establish (Connection + Disconnection)	PENDING		\$	101.64 /1/
158	Connection	PENDING		\$	69.74 /2/
159	Disconnection	PENDING		\$	42.47 /2/
160					
161	<u>Provisioning</u>				
162	2-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	56.18 /1/
163	Connection	PENDING		\$	49.44 /2/
164	Disconnection	PENDING		\$	9.50 /2/
165	2-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	38.85 /1/
166	Connection	PENDING		\$	33.86 /2/
167	Disconnection	PENDING		\$	7.03 /2/
168	4-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	56.18 /1/
169	Connection	PENDING		\$	49.44 /2/
170	Disconnection	PENDING		\$	9.50 /2/
171	4-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	38.85 /1/
172	Connection	PENDING		\$	33.86 /2/
173	Disconnection	PENDING		\$	7.03 /2/
174	2-Wire Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	72.50 /1/
175	Connection	PENDING		\$	65.76 /2/
176	Disconnection	PENDING		\$	9.50 /2/
177	2-Wire Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	35.44 /1/
178	Connection	PENDING		\$	30.46 /2/
179	Disconnection	PENDING		\$	7.03 /2/
180	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	256.71 /1/
181	Connection	PENDING		\$	248.22 /2/
182	Disconnection	PENDING		\$	11.97 /2/
183	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	141.01 /1/
184	Connection	PENDING		\$	135.15 /2/
185	Disconnection	PENDING		\$	8.25 /2/
186	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)	PENDING		\$	72.39 /1/
187	Connection	PENDING		\$	66.78 /2/
188	Disconnection	PENDING		\$	7.92 /2/
189	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)	PENDING		\$	39.58 /1/
190	Connection	PENDING		\$	36.59 /2/
191	Disconnection	PENDING		\$	4.20 /2/
192	DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$	104.45 /1/
193	Connection	PENDING		\$	95.69 /2/

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194	Disconnection	PENDING		\$	12.35	/2/
195	DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	67.78	/1/
196	Connection	PENDING		\$	61.65	/2/
197	Disconnection	PENDING		\$	8.64	/2/
198						
199	DS1 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	292.42	/1/
200	Connection	PENDING		\$	280.21	/2/
201	Disconnection	PENDING		\$	17.20	/2/
202	DS1 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	155.12	/1/
203	Connection	PENDING		\$	146.51	/2/
204	Disconnection	PENDING		\$	12.13	/2/
205	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Connection + Disconnection)	PENDING		\$	292.84	/1/
206	Connection	PENDING		\$	280.64	/2/
207	Disconnection	PENDING		\$	17.20	/2/
208	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Connection + Disconnection)	PENDING		\$	155.01	/1/
209	Connection	PENDING		\$	146.40	/2/
210	Disconnection	PENDING		\$	12.13	/2/
211	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Initial (Connection + Disconnection)	PENDING		\$	368.40	/1/
212	Connection	PENDING		\$	356.20	/2/
213	Disconnection	PENDING		\$	17.20	/2/
214	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Additional (Connection + Disconnection)	PENDING		\$	236.90	/1/
215	Connection	PENDING		\$	228.29	/2/
216	Disconnection	PENDING		\$	12.13	/2/
217	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$	151.91	/1/
218	Connection	PENDING		\$	139.71	/2/
219	Disconnection	PENDING		\$	17.20	/2/
220	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	57.39	/1/
221	Connection	PENDING		\$	48.78	/2/
222	Disconnection	PENDING		\$	12.13	/2/
223	DS3 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	177.23	/1/
224	Connection	PENDING		\$	165.03	/2/
225	Disconnection	PENDING		\$	17.20	/2/
226	DS3 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	64.05	/1/
227	Connection	PENDING		\$	55.44	/2/
228	Disconnection	PENDING		\$	12.13	/2/
229	Clear Channel Capability - Initial	PENDING		\$	70.32	
230	Clear Channel Capability - Additional	PENDING		\$	8.87	
231						
232	SA2UNE (NRCs)					
233	Project Administrative Charge, per service order	NRMEZ		\$	25.57	
234						
235	Private Line to UNE Conversion	NRMEZ		\$	25.57	
236						
237	Custom Routing, via LCC - New LCC, per LCC, per switch	UROPW	N/A	\$	256.29	
238	Custom Routing, via LCC - New Network Routing, per route, per switch	NR9N6	N/A	\$	59.02	/1/
239	Connection	PENDING		\$	33.94	/2/
240	Disconnection	PENDING		\$	35.36	/2/
241	Custom Routing, via AIN, of OS / DA per route, per switch	UROAN		\$	119.24	/1/

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242	Connection	PENDING		\$	72.22	/2/
243	Disconnection	PENDING		\$	66.29	/2/
244	ULS-ST Billing Establishment, per carrier (when applicable)	NHCCQ		\$	2,718.64	
245						
246	<b>Port Charge, per Month, per Port</b>					
247	Add / Rearrange each Termination	REAJG	N/A	\$	48.48	
248	ISDN Prime - Add/Rearrange Channels	REAKB		\$	54.39	
249						
250	<b>Basic Line Port</b>					
251	Service Order - Subsequent	NR9UV	NA	\$	5.40	
252	Service Order - Record Work Only	NR9F6	NA	\$	5.11	
253						
254	<b>Complex Line Port</b>					
255	Service Order - Subsequent	PENDING	NA	\$	11.58	
256	Service Order - Record Work Only	NR9F7	NA	\$	5.11	
257						
258	<b>ULS Trunk Port</b>					
259	Service Order - Subsequent	PENDING	NA	\$	11.58	
260	Service Order - Record Work Only	NR9F8	NA	\$	5.11	
261						
262						
263						
264						
265	New UNE - P Line Connection Charge					
266	Analog Loop Line Connection- Per Termination (Connection + Disconnection) /1/	SEPUC		\$	26.81	/1/
267	Connection	PENDING		\$	26.64	/2/
268	Initial	PENDING		\$	35.97	/2/
269	Additional	PENDING		\$	20.41	/2/
270	Disconnection	PENDING		\$	0.24	/2/
271	Initial	PENDING		\$	0.28	/2/
272	Additional	PENDING		\$	0.22	/2/
273	4 Wire Digital Loop (DS1) Service Provisioning (Connection + Disconnection)	NR9OW		\$	208.24	/1/
274	Connection	PENDING		\$	200.75	/2/
275	Initial	PENDING		\$	200.75	/2/
276	Additional	PENDING		\$	100.57	/2/
277	Disconnection	PENDING		\$	7.49	/2/
278	Initial	PENDING		\$	7.49	/2/
279	Additional	PENDING		\$	5.83	/2/
280						
281	UNE - P Service Order Charge					
282	Electronic POTS (Connection + Disconnection)	NHCHG		\$	4.43	/1/
283	Connection	PENDING		\$	3.08	/2/
284	Disconnection	PENDING		\$	1.91	/2/
285	Manual POTS (Connection + Disconnection)	Pending		\$	42.37	/1/
286	Connection	PENDING		\$	31.31	/2/
287	Disconnection	PENDING		\$	15.59	/2/
288	Electronic Non-POTS (Connection + Disconnection)	NHCHH		\$	9.76	/1/

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289	Connection	PENDING		\$	7.19	/2/
290	Disconnection	PENDING		\$	3.61	/2/

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291	Manual Non-POTS (Connection + Disconnection)	PENDING		\$	62.09	/1/
292	Connection	PENDING		\$	47.65	/2/
293	Disconnection	PENDING		\$	20.35	/2/
294						
295	New UNE - P Port Connection Charge					
296	Basic Line Port (Connection + Disconnection)	UPC		\$	1.20	/1/
297	Connection	PENDING		\$	0.71	/2/
298	Disconnection	PENDING		\$	0.70	/2/
299	Ground Start Line Port (Connection + Disconnection)	UPZ		\$	1.20	/1/
300	Connection	PENDING		\$	0.71	/2/
301	Disconnection	PENDING		\$	0.70	/2/
302	ISDN Direct Port (Connection + Disconnection)	U2P		\$	16.50	/1/
303	Connection	PENDING		\$	9.66	/2/
304	Disconnection	PENDING		\$	9.66	/2/
305	ISDN Prime Port (Connection + Disconnection)	UZPZD, UZQZD		\$	246.04	/1/
306	Connection	PENDING		\$	183.26	/2/
307	Disconnection	PENDING		\$	88.49	/2/
308	Direct Inward Dialing (DID) Trunk Port (Connection + Disconnection)	UPR		\$	18.35	/1/
309	Connection	PENDING		\$	12.80	/2/
310	Disconnection	PENDING		\$	7.81	/2/
311	Digital Trunking Trunk Port (Connection + Disconnection)	U9Z		\$	108.88	/1/
312	Connection	PENDING		\$	84.17	/2/
313	Disconnection	PENDING		\$	34.81	/2/
314	ULS Trunk Port (Connection + Disconnection)	UROPT		\$	108.88	/1/
315	Connection	PENDING		\$	84.17	/2/
316	Disconnection	PENDING		\$	34.81	/2/
317	Centrex Basic Line Port (Connection + Disconnection)	U3XAA-CA, U3XAB- CB, U3XAD-CD, U3XAE-CE		\$	1.20	/1/
318	Connection	PENDING		\$	0.71	/2/
319	Disconnection	PENDING		\$	0.70	/2/
320	Centrex ISDN-BRI Line Port (Connection + Disconnection)			\$	16.50	/1/
321	Connection	PENDING		\$	9.66	/2/
322	Disconnection	PENDING		\$	9.66	/2/
323	Centrex EKL Line Port (Connection + Disconnection)	U3XAC-CC		\$	10.15	/1/
324	Connection	PENDING		\$	5.94	/2/
325	Disconnection	PENDING		\$	5.93	/2/
326	Centrex Attendant Console Line Port (Connection + Disconnection)	U6A		\$	1.20	/1/
327	Connection	PENDING		\$	0.71	/2/
328	Disconnection	PENDING		\$	0.70	/2/
329	Basic COPTS Port (Connection + Disconnection)	UYC		\$	1.20	/1/
330	Connection	PENDING		\$	0.71	/2/
331	Disconnection	PENDING		\$	0.70	/2/
332	COPTS-Coin Line Port (Connection + Disconnection)	U5N		\$	1.20	/1/
333	Connection	PENDING		\$	0.71	/2/
334	Disconnection	PENDING		\$	0.70	/2/
335	Port Conversion Cost	REAKD		\$	0.77	
336						

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337	Port Feature Add / Change Translation Charge (feature per port, per order )				
338	Basic	PENDING		\$	0.94 /1/
339	Connection	PENDING		\$	0.55 /2/
340	Disconnection	PENDING		\$	0.55 /2/
341	Ground Start / PBX	PENDING		\$	0.94 /1/
342	Connection	PENDING		\$	0.55 /2/
343	Disconnection	PENDING		\$	0.55 /2/
344	Basic COPTS	PENDING		\$	0.94 /1/
345	Connection	PENDING		\$	0.55 /2/
346	Disconnection	PENDING		\$	0.55 /2/
347	COPTS - Coin	PENDING		\$	0.94 /1/
348	Connection	PENDING		\$	0.55 /2/
349	Disconnection	PENDING		\$	0.55 /2/
350	ISDN Direct	PENDING		\$	1.28 /1/
351	Connection	PENDING		\$	0.75 /2/
352	Disconnection	PENDING		\$	0.75 /2/
353	ISDN Prime	PENDING		\$	36.68 /1/
354	Connection	PENDING		\$	21.74 /2/
355	Disconnection	PENDING		\$	21.08 /2/
356	Digital Trunking	PENDING		\$	24.02 /1/
357	Connection	PENDING		\$	14.05 /2/
358	Disconnection	PENDING		\$	14.05 /2/
359	ULS Trunk	PENDING		\$	24.02 /1/
360	Connection	PENDING		\$	14.05 /2/
361	Disconnection	PENDING		\$	14.05 /2/
362					
363	Centrex System Charges				
364	Centrex System Options for ULS-ULS-ST				
365	Common Block establishment, each	SEPUS		\$	459.04
366	Connection	PENDING		\$	370.92 /2/
367	Disconnection	PENDING		\$	124.21 /2/
368	System Features Change or Rearrangement, per Feature, per Occasion	REAJY		\$	50.89
369	System Feature Activation, per Feature, per Occasion				
370	Install and Remove	NR9VY		\$	85.99
371	Connection	NR9UE		\$	50.89 /2/
372	Disconnection	PENDING		\$	49.47 /2/
373					
374	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.			
375	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/.			

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376	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005		
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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
NEUTRAL TANDEM-ILLINOIS, LLC**

**WHEREAS**, effective December 1, 2004, the Illinois Commerce Commission has made changes to the Illinois Administrative Code (the "Code"), Title 83, Chapter I subchapter f, Part 725, Section 725.810 regarding the process 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, and

**NOW, THEREFORE**, the Parties agree that the existing Interconnection Agreement (the "Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup> ("SBC Illinois") and Neutral Tandem-Illinois, LLC ("CLEC") is hereby amended as follows:

- (1) To the extent that the Agreement contains a "9-1-1" or "E9-1-1" section of the Resale Appendix<sup>2</sup> governing CLEC's resale operations, (hereafter, "Reseller CLEC"), the parties agree to add the following terms:
  - (A) Upon the Effective Date of this Amendment, and no later than November 30, 2005, the Parties hereby agree to comply with the changes made by the Illinois Commerce Commission to the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. (B) The Reseller CLEC is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.
  - (B) Beginning on the effective date of this Amendment, and no later than November 30, 2005, SBC Illinois will cease billing the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill, and SBC Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf. SBC Illinois' obligations to route the Resale End User's 9-1-1 calls to the appropriate PSAP, and to administer the 9-1-1 database, where applicable, will remain unchanged by this change in billing processes.
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including,

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly owned subsidiary of Ameritech Corporation and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

<sup>2</sup> Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290) in WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).

- (6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and hereinafter referred to as Effective Date of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 3<sup>rd</sup> day of August, 2005, by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Neutral Tandem-Illinois, LLC

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

By: David Tatak

By: Mike Auinbauh

Name: DAVID TATAK  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP BILLING & REVENUE  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 7/26/05

Date: 8.3.05

FACILITIES-BASED OCN # 505 B

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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
NEUTRAL TANDEM-ILLINOIS, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and Neutral Tandem-Illinois, LLC ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Illinois.

**WITNESSETH:**

**WHEREAS**, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated November 5, 2003 (the "Agreement"); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

**WHEREAS**, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective;

**WHEREAS**, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14<sup>th</sup> day of December, 2005, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Neutral Tandem-Illinois, LLC

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

By: David Tatak

By: Mike Auinbauh

Printed: DAVID TATAK

Printed: Mike Auinbauh

Title: VP BILLING & REVENUE SVCS.  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 12/19/05

Date: DEC 14 2005

FACILITIES-BASED OCN # 505B

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## ILLINOIS TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1).
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC transmission facilities between wire centers or switches owned by SBC, or between wire centers or switches owned by SBC and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

- 0.1.17 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.
- 0.1.18 "Commingled Arrangement" means the arrangement created by Commingling.
- 0.1.19 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks.
- 0.1.21 ICC. ICC means the Illinois Commerce Commission.
- 0.1.22 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

## 1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC's TRO, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the TRO Reconsideration Orders as follows:
- (i) Intentionally left blank
  - (ii) OCn level dedicated transport<sup>1</sup>;
  - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0;
  - (iv) OCn loops;
  - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
  - (vi) packet switching, including routers and DSLAMs;
  - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities except as provided for in Section 11.2 of this Attachment; and
  - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
  - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
  - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
  - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis under Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement.

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<sup>1</sup> Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s) under Section 251.

- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:
  - 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified TRO Facility”). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Elements.
  - 1.3.2 For any Identified TRO Facility SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either (i) request disconnection; (ii) submit a request for analogous access service; or (iii) identify and request another alternative service arrangement.
  - 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge will be the only applicable charge under the applicable Pricing Schedule and/or Tariff. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.
- 1.5 The Parties’ rights and obligations with respect to TRO Affected Elements under this Section 1.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

**2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.** To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

- 2.1 In accordance with Rule 51.319(d)(2), SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, in accordance with the following provisions:

- 2.1.1 SBC is not required to provide new ULS, either alone or in combination (as in with “UNE-P”) as an unbundled network element under Section 251 of the Act for non-Embedded Base customers. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) and orders issued by the ICC. The price for such ULS and UNE-P shall be SBC's tariffed and effective ULS and UNE-P rates as of June 25, 2004, plus one dollar. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user. CLEC shall be entitled to initiate move orders and orders for additional UNE-P lines for Embedded Base customers.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act and in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of one or more of the ULS or UNE-P;
  - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
  - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the ULS element to an alternative arrangement within 12 months of the effective date of the TRO Remand, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 of the TRO Remand to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with this ULS/UNE-P transition plan unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any

disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) will be the only non-recurring charge(s) that apply.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates.

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC’s unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement.

2.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 2.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

### **3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.**

3.1 SBC is not required to provision the following new DS1, DS3, and Dark Fiber Loops, and Dedicated Transport as unbundled elements under Section 251, either alone or in a Section 251 combination except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis under Section 251.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any Building not served by (a) a wire center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future DS1 Loop unbundling in accordance with Section 251 will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as Section 251 unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS3 Loops on an unbundled basis under Section 251 to any Building not served by (a) a wire center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future Section 251 DS3 Loop unbundling will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as Section 251 unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to Section 251 DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire

centers as defined in Section 0.1.9 of this Attachment, no future Section 251 DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than ten unbundled DS1 Dedicated Transport circuits on each route on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than twelve unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis under Section 251.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2, the rates for the High-Capacity Loop and Transport Embedded Base arrangements (including dark fiber loop and transport arrangements), in accordance with Rule 51.319(a) and Rule 51.319(e), shall be SBC's tariffed and effective DS1 and DS3 loop, dedicated transport, and dark fiber loop and transport rates as of June 25, 2004, plus 15%. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where SBC is no longer required to provide Unbundled Loops and Transport pursuant to Section 251 as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport transition plan in Section 3.2 of this Attachment unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.

3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption

should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) and/or non-recurring charges, if any as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only non-recurring charge(s) that apply.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements that remain in place as of September 11, 2006.

3.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 3.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

#### **4.0 Non-Impaired Wire Center Criteria and Related Processes.**

4.1 SBC has designated and posted to CLEC Online a list of wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as stated in Section 0.1.7 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as stated in Sections 0.1.8 and 0.1.9 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC’s wire center designation as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any Dark Fiber Transport arrangements affected by SBC’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the ICC has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then, prior to submitting an order for an unbundled a DS1/DS3 Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement at a wire center designated by SBC and posted to CLEC Online, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.7, 0.1.8 or 0.1.9 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of Non-Impaired Wire Centers compiled by SBC as creating a presumption that a wire center is not impaired.

CLEC may self-certify by sending written notification to SBC using letter, facsimile or e-mail. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 The parties recognize that wire centers that SBC had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005 may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:

4.1.1.1 SBC may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 SBC will continue to accept CLEC orders for newly-designated DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with SBC's determination, and desires not to have the applicable established DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/DS3 Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All such transitional periods apply from the date of the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. SBC shall continue to provide access to DS1 Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 Loops;
- (b) CLEC's transition of DS1/DS3 Loops to an alternative arrangement; or
- (c) the applicable transition period.

SBC will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period

unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.

- 4.1.1.6 If the CLEC does provide self-certification, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self-certification during a dispute resolution process.
- 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the ICC has previously determined, in any proceeding, even if CLEC was not a party to that proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then CLEC shall not be entitled to DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of such wire center. SBC CLEC Online shall be updated to indicate that the wire center was the subject of an ICC determination. If CLEC withdraws its self-certification after a dispute has been filed with the ICC, but before the ICC has made a determination regarding the wire center designation, SBC's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.
- 4.1.3 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of a CLEC self-certification. In the state of Illinois, if it desires to do so by filing a complaint at the ICC, SBC may dispute the self-certification and associated CLEC orders for DS1/DS3 Loops, DS1/DS3 Dedicated Transport, and Dark Fiber Dedicated Transport pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing its direct case testimony and exhibits which may reasonably be supplemented. To the extent this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter issued within 5 business days following the filing of a dispute. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the ICC to adopt a case schedule resulting in the prompt resolution of the dispute. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the loop or transport facility in question to CLEC at the rates in the Pricing Schedule to the Agreement. If the CLEC withdraws its self-certification, or the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, then (with rates paid by CLEC for the affected loop or transport subject to true-up):
- (a) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that the circuit is provisioned and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1.

- (b) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned and the date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (c) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 3.2.1.
- (d) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1 shall be those in Section 3.2.1. Rates during the period between the expiration of the transition period in Section 4.1 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (e) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1.1.5 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1.1.5. Rates between the date that the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7.
- (f) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall

transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- (g) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates during the period between the date that is 30 days following the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 4.1.1.7.
- (h) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date 30 days after the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1.1.5 shall be those in Section 4.1.1.7. Rates during the period between the expiration of the transition period in Section 4.1.1.5 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely.

4.1.5 When more than 60 days from the issuance of an SBC designation of a wire center as non-impaired has elapsed, and if there has been no prior ICC determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify for the purpose of ordering new loop and transport facilities. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.2 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates, as of the date of conversion). Cross-connects that are not associated with such transitioned DS1/DS3

High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.3 Intentionally left blank.
- 4.4 A Building that is served by both an impaired wire center and a Non-Impaired Wire Center and that is not located in the serving area of the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC ILLINOIS have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect Dark Fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.6 Whenever SBC updates its wire center list pursuant to Section 4.1.1.1 and in the course of that analysis gathers and/or reviews information upon which said updates are based, SBC shall make available to CLEC, on a confidential basis, information advising when it believes a wire center has reached 90% of the number of Business Lines needed for the wire center to be classified as a Tier 1 or a Tier 2 Wire Center. In addition, SBC will specify which wire centers it considers to have 2 Fiber-Based Collocators and 3 Fiber-Based Collocators. This information shall only be used by CLEC for planning its transition off of the UNE loops and transport it purchases from SBC.

## 5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingled Arrangements listed in the Section 5.1, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by SBC in the future in any of its 13 SBC ILEC states, SBC shall make such Commingled Arrangements available in Illinois. In addition, to the extent SBC is ordered by a state commission in any of the five SBC Midwest states (Illinois, Indiana, Michigan, Ohio and Wisconsin) to make additional Commingled Arrangements available, SBC shall also make such Commingled Arrangements available in Illinois, as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Illinois. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following SBC Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
  - i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
  - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
  - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
  - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
  - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
  - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
  - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

- viii. UNE loop to special access multiplexer
  - ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
  - x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
  - xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
  - xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
  - xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.  
# Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.
- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the Commingling Arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any Commingling Arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired Commingling Arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, SBC will work with the CLEC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Arrangements consistent with Section 5.0 of this Attachment.
- 5.3 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6) collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) SBC's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with SBC's network. If SBC denies a Commingling request on the basis of any of these conditions, and SBC's denial is challenged, SBC shall have the burden of proving its denial was appropriate. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to

Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

- 5.5 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 Intentionally left blank.
- 5.8 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”), including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC shall provide CLEC with access to these 271 Elements and 13-801 Network Elements in accordance with Section 13.0 or 14.0 of this Attachment, as applicable.
- 5.9 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 5.10 With respect to a Commingled Arrangement, CLEC will be responsible for all Channel Facility Assignment (“CFA”) and/or Assigned Point of Termination (“APOT”), The CFA/APOT are the assignments CLEC provides to SBC from CLEC’s collocation arrangement.

## 6.0 EELs.

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (“EELs”) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE

loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service Eligibility Criteria:

6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that it will meet the EELs Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 must have at least 28 local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

- 6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
  - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
  - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing SBC notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL; provided, however, that CLEC shall promptly share records of its compliance with the qualifying service criteria discussed herein upon request from SBC.
- 6.3.7 SBC may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Illinois with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Illinois.
- 6.3.7.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
  - 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the ICC. Prior to bringing a dispute to the ICC under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the ICC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the ICC for resolution of the dispute, in which case no changes shall be made until the ICC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account governed by an appropriate joint escrow arrangement, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the ICC within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the ICC and if the ICC upholds the auditor's finding, any disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.
- 6.3.7.5 If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for any High-Cap EELs, CLEC will reimburse SBC for a fraction of the cost of the independent auditor equal to the number of High-Cap EELs that the auditor's report finds to be non-compliant divided by the total number of all High-Cap EELs leased by CLEC that were the subject of the audit. All costs of the independent auditor for which SBC seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the ICC followed by the ICC affirming the auditor finding of noncompliance.

- 6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.7.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.7.8 SBC can seek an audit for any particular High-Cap EEL for 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, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report. and (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.
- 6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

#### 6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to SBC from CLEC's collocation arrangement.
- 6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.
- 6.5 Other than the Eligibility Criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

#### 7.0 Availability of HFPL for Purposes of Line Sharing.

- 7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).
- 7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over

a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or “UNE” are hereby deleted from the underlying Agreement.

## **8.0 Routine Network Modifications.**

### **8.1 Routine Network Modifications – UNE Local Loops**

8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform such activities for CLEC.

8.1.4 Intentionally omitted.

8.1.5 SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Pricing Schedule. SBC shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. SBC shall expressly certify that no costs recovered by routine network modification charges are recovered by any other rate or charge. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings. In the event the ICC establishes or approves a rate for a routine network modification other than adding a doubler or repeaters, installing an equipment shelf and any other necessary work and parts associated with a repeater shelf to the extent such equipment is not present on the loop or transport facility when ordered, or splicing of dark fiber, any difference between that rate and the ICB rate actually charged by SBC Illinois for such routine network modification within the two (2) years prior to the date the ICC establishes or approves a rate shall be subject to true up, unless the Parties agree to a different period for such true-up or the ICC's order establishing or approving the rate establishes, based on clear and convincing evidence presented by the Party advocating a different true-up period, that a different true-up period should apply. The Parties acknowledge that they have agreed to the 2 year true-up period set forth above in the interests of certainty and to minimize disputes.

### **8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber**

8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without

regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

**9.0 Batch Hot Cut Process:** The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC as retail, resale, UNE-P or Local Wholesale Complete™ (including instances where such arrangement is provided through a commercial arrangement) to non-SBC-provided switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC’s CLEC Online website (or successor website). Any future enhancements or modifications to SBC’s Batch Hot Cut Process Offerings will be made in accordance with SBC’s Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable ICC batch cut rulings. Any changes to the volumes, provisioning, intervals or prices of SBC’s Batch Hot Cut Process Offerings shall be incorporated into the Agreement by amendment, based on negotiations between SBC and CLEC, or, if necessary, in accordance with Section 252. Any disputes between SBC and CLEC relating to SBC’s Batch Hot Cut Process Offerings shall be handled in accordance with the dispute resolution processes in the Agreement.

9.1 General:

9.1.1 Enhanced Daily Process: The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC -provided switching.

9.1.4 The Coordinated Hot Cut (“CHC”) and Frame Due Time (“FDT”) options for the Enhanced Daily Process, the Defined Batch Process, and the Bulk Project offering (collectively, the “Batch Hot Cut Offerings”) are specific to these processes and may differ from CHC and FDT options offered for other hot cut offerings. The CHC option for the Batch Hot Cut Offerings allows a CLEC to request that SBC reserve central office and local operation personnel to coordinate with the CLEC during a given time frame to migrate the end user with a minimum of downtime. The FDT option for the

Batch Hot Cut Offerings allows CLEC to request that SBC perform the hot cut anytime within a given time frame (typically an hour) on the loop due date.

9.1.5 If the CLEC is acting as a wholesale switching provider to the end user's retail voice provider, the CLEC will submit Batch Hot Cut Process orders using the CLEC's OCN and the end user's retail voice provider will not issue orders to SBC. SBC will accept the Batch Hot Cut order from the CLEC acting as a wholesale switching provider and perform the batch hot cuts that cross-connect the unbundled loops to the wholesale CLEC's collocation. If CLEC requests Batch Hot Cuts while acting as a wholesale switching provider, SBC will assess the applicable charges for the Batch Hot Cut to CLEC, not to the retail voice provider. When CLEC is acting as a wholesale switching provider, it may include requests for batch hot cuts for lines currently served by one or more retail CLECs, as well as lines from its own embedded base, within the same batch.

## 9.2 Pricing for Batch Hot Cut Process Offerings

9.2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

## 10.0 Conversions

### 10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the Eligibility Criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale

services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 When converting from a wholesale service to a UNE or combination of UNEs, the applicable non-recurring charges, if any, as governed by this Agreement and/or Tariff from which the UNE or UNE combination being converted to is ordered, shall apply.

10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

#### **11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.**

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop on premises that previously were not served by any SBC Loop.

11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.

(b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.

(c) For each copper loop retired pursuant to Section 11.1.3 below, SBC shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, SBC must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a copper loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also provide CLEC with a copy of such short term notice via an accessible letter. In addition, SBC may not retire a copper loop currently leased by a CLEC unless SBC performs, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM)

loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the Pricing Schedule. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with Rules 51.325 through 51.335, and any applicable state requirements.

## 11.2 Hybrid Loops Generally

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the TDM features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis. The unbundling obligation associated with DS-1 loops is not limited by the rules adopted in the TRO for hybrid loops.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Schedule.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Schedule.

11.2.4 IDLC Hybrid Loops. Where a CLEC requests an unbundled loop to a premises to which SBC has deployed an IDLC Hybrid Loop, SBC can only charge the CLEC the least cost technically feasible method of unbundled access. SBC may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.5 of this Attachment) to provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

11.2.5 Feeder. SBC shall not be required to provide access to the feeder portion of a Loop on an unbundled, standalone basis.

## 12.0 Use of Section 251 Unbundled Network Elements

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements provided under Section 251 for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.

- 12.3 A CLEC that accesses and uses an unbundled network element provided under Section 251 consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

**13.0 Section 271 Obligations.**

- 13.1 Intentionally left blank.
- 13.2 Intentionally left blank.
- 13.3 Intentionally left blank.
- 13.4 Nothing in this Attachment shall expand or contract SBC's obligation, if any, to provide CLEC access to network elements pursuant to Section 271 in accordance with the terms of the Agreement. Nothing in this Attachment should be interpreted, or deemed as grounds for, amending the rates, terms and conditions (if any) by which SBC provides 271 Elements to CLEC. Provided, however, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRO Remand Affected Element) be reclassified as a corresponding 271 Element or Elements, provided that SBC is obligated to provide such elements under Section 271 under the Agreement. SBC will perform such reclassification at no charge.

**14.0 Section 13-801 Obligations.**

- 14.1 Section 13-801 Obligations are addressed in the attached Rider 1.

**15.0 Entrance Facilities and Interconnection Facilities.**

- 15.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 15.2 Notwithstanding Section 15.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 15.3 Intentionally left blank.
- 15.4 For avoidance of doubt, CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 15.1 if CLEC will use the facility for interconnection in accordance with Section 15.2. SBC will perform such reclassification at no charge.

## RIDER 1

### Section 13-801 Obligations

- 1.1 Notwithstanding any determination of non-impairment that may affect SBC's obligations under Section 251 of the Act, CLEC may purchase the network elements (as defined in Section 13-216 of the Illinois Public Utilities Act and referred to herein as "13-801 Elements"), and interconnection required by Section 13-801 of the Illinois Public Utilities Act and applicable ICC orders interpreting Section 13-801 by providing such network elements, combinations thereof and interconnection pursuant to the rates, terms and conditions set forth in SBC's intrastate tariff, ILL. C. C. No. 20, Part 19. Should SBC's intrastate tariff for any or all 13-801 network elements be canceled or withdrawn for any reason other than that SBC is no longer required by law to offer such network elements under Section 13-801, the prices, terms and conditions for 13-801 network elements in such tariff shall nonetheless be deemed to be incorporated into and to continue in effect as part of the Agreement. The prices, terms and conditions to be incorporated shall be as they existed as of the date the tariff was cancelled or withdrawn.
- 1.2 Intentionally left blank.
- 1.3 The recurring monthly rates for UNE-P in the above-referenced tariff shall be increased by \$1. The recurring monthly rates for DS1, DS3 and dark fiber loops and transport in the above-referenced tariffs that SBC is not obligated to provide as unbundled network elements pursuant to Section 251(c) shall be increased by 15%.
- 1.4 If the Parties negotiate rates for Section 13-801 Elements other than those described in Sections 1.1 and 1.3, such revised rates shall be effective on the date of the ICC order approving an amendment to the Agreement adopting such revised rates. If the ICC issues an order in a proceeding of general applicability pursuant to Section 13-801 (g) or other applicable provision of the Illinois Public Utilities Act resulting in rates for network elements and/or interconnection provided by SBC in accordance with Section 13-801 that are different than the rates described in Sections 1.1 and 1.3, such revised rates shall be effective for purposes of this Agreement on the later of the date of the ICC order or the date that revised tariffs resulting from the ICC order become effective.
- 1.5 This Rider applies only to network elements that SBC is not required to offer as UNEs under Section 251 of the Act.
- 1.6 Upon request, SBC will reclassify at no charge any Section 251 UNE or combination of UNEs to any Section 13-801 element or elements, provided such 13-801 element or elements are provided for in this Rider.
- 1.7 On February 25, 2005, SBC Illinois filed a complaint and motion for preliminary injunction in federal district court for the Northern District of Illinois requesting that Court enjoin the Illinois Commerce Commission from enforcing the provisions of Section 13-801 of the Illinois Public Utilities Act, as interpreted by the June 11, 2002 Order in Docket 01-0614, the Order itself and the implementing tariffs, insofar as they would require SBC to provide unbundled access to local switching, related elements and UNE-P after March 11, 2005, on the grounds that any such requirement is inconsistent with and preempted by the federal Telecommunications Act of 1996 and the *TRO*. To the extent the Court enjoins enforcement of one or more of SBC's obligations under Section 13-801 to provide network elements or methods of interconnection, or if SBC's obligation to provide one or more network elements or methods of interconnection under Section 13-801 is otherwise discontinued, enjoined or vacated by any court, the ICC, the FCC or the Legislature, the affected obligation shall automatically terminate and SBC shall no longer be required to provide such Section 13-801 network elements under the Agreement and this Amendment.

**RIDER 2**

**Batch Hot Cut Process Offerings Pricing Schedule**

<b><u>Rate Element</u></b>	<b><u>USOC</u></b>	<b><u>Rate</u></b>
<b><u>Enhanced Daily Rates</u></b>		
Enhanced Daily FDT Basic	NRFHA	\$29.84
Enhanced Daily CHC Basic	NRFHB	\$33.92
Enhanced Daily IDLC Basic	NRFHC	\$89.31
<b><u>Defined Batch Rates</u></b>		
Defined FDT Basic	NRFHD	\$25.28
Defined CHC Basic	NRFHE	\$26.64
Defined FDT Expanded	NRFHF	\$25.62
Defined CHC Expanded	NRFHG	\$26.92
Defined IDLC Basic	NRFHH	\$88.65
<b><u>Bulk Batch Rates</u></b>		
Bulk FDT Basic	NRFHJ	\$25.21
Bulk CHC Basic	NRFHK	\$26.57
Bulk FDT Expanded	NRFHL	\$25.54
Bulk CHC Expanded	NRFHM	\$26.86
Bulk FDT Premium	NRFHN	\$27.68
Bulk CHC Premium	NRFHO	\$29.30
Bulk IDLC Basic	NRFHP	\$88.65

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
NEUTRAL TANDEM-ILLINOIS, LLC**

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois<sup>1</sup> ("AT&T") and Neutral Tandem-Illinois, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

**WITNESSETH:**

**WHEREAS**, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 2/4/2004 and further amended from time to time (the "Agreement"); and

**WHEREAS**, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Illinois Commerce Commission's ("IL-CC's") Order in Case No. 05-0442 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Illinois Order"); and

**WHEREAS**, on September 21, 2007, the United States District Court for the Northern District of Illinois issued an order reversing, in part, the Illinois Order; and

**WHEREAS**, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the Illinois TRO/TRRO Attachment thereto, is amended as stated below:
  - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
  - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.3;
  - 1.3 The clause "serves a Mass Market Customer and " is deleted from the text of Section 0.1.4; and
  - 1.4 The text of Section 0.1.5 is removed in its entirety and replaced with "Intentionally left blank."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IL-CC and shall become effective ten (10) days following approval by such Commission.

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<sup>1</sup> 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.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Neutral Tandem-Illinois, LLC

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

By: David Tatak

By: Eddie A. Reed, Jr.

Printed: DAVID TATAK

Printed: Eddie A. Reed, Jr.

Title: VP BILLING & REVENUE SVCS.  
(Print or Type)

Title: Director - Interconnection Agreements

Date: 5/19/08

Date: 5-28-08

Resale OCN  
UNE OCN  
Switch Based OCN 505B  
ACNA OWS

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
NEUTRAL TANDEM-ILLINOIS, LLC**

The Interconnection Agreement dated November 5, 2003 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois")<sup>1</sup> and Neutral Tandem-Illinois, LLC ("Neutral Tandem") ("Agreement") effective in the State of Illinois is hereby amended as follows:

1. Section 5. Effective Date of the General Terms and Conditions is amended by adding the following section:
  - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Neutral Tandem, by AT&T Illinois pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Illinois shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

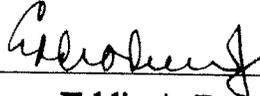
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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

Neutral Tandem-Illinois, LLC

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

By: DAVID TATAK

By: 

Name: David Tatak  
(Print or Type)

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: VP BILLING & REVENUE SVCS  
(Print or Type)

Title: Director – Interconnection Agreements

Date: 3/14/08

Date: 6-16-08

SWITCH-BASED OCN # 505B

UNE OCN # \_\_\_\_\_

RESALE OCN # \_\_\_\_\_

ACNA OVS