

SBC INDIANA
SECTION 271 REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC INDIANA** will report performance to METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL (CLEC) and compare that performance to **SBC INDIANA**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC INDIANA** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC INDIANA** Performance Measurement User Guide. **SBC INDIANA** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC INDIANA** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 **SBC INDIANA** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC INDIANA** on or before the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC INDIANA** after the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC INDIANA** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC INDIANA** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC INDIANA** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC INDIANA** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC INDIANA** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC INDIANA**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC INDIANA** and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC INDIANA will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT } \sigma^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})$
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT } \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT } \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC INDIANA** performance and for which the number of data points are 29 or less for either the CLEC or **SBC INDIANA**, **SBC INDIANA** will apply the following alternatives for compliance.
 - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC INDIANA** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC INDIANA applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC INDIANA** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC INDIANA agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC INDIANA** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 The SBC Indiana Section 271 Remedy Plan shall be available for adoption by any CLEC pursuant to Section 252(i) of the Act. **SBC INDIANA** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC INDIANA** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC INDIANA**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC INDIANA** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC INDIANA** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC INDIANA** have signed.

- 5.5 **SBC INDIANA** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC INDIANA** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 **SBC INDIANA** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC INDIANA** and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. **SBC INDIANA** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 **SBC INDIANA**’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC INDIANA** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC INDIANA**’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that **SBC INDIANA** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC INDIANA**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that **SBC INDIANA**’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SBC INDIANA** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC INDIANA** seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC INDIANA** has met or continues to meet the requirements of section 271 of the Act.
- 6.3 **SBC INDIANA** shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with **SBC INDIANA**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Proposed modifications by a party or parties to: (1) the SBC Indiana Section 271 Remedy Plan, (2) any attachments to that Plan, and/or (3) the SBC Midwest Performance Measurement User Guide (Appendix 1 to this document) should first be raised in the regional six-month review meetings, or in Indiana-specific performance measure or remedy plan collaborative workshops or conference calls prior to the party of

parties seeking approval of the modifications from the Commission. This does not preclude the Commission ordering, or the Commission staff requesting, on its own motion, changes to the PM User Guide. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement. The SBC Indiana Section 271 Remedy Plan is under the oversight and control of the Commission; agreed-upon or disputed proposals for modifications to the SBC Indiana Section 271 Remedy Plan or the PM User Guide must be approved by the Commission in order to take effect.

- 6.5 CLEC and **SBC INDIANA** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SBC INDIANA** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC INDIANA**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC INDIANA** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC INDIANA** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 **SBC INDIANA** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC INDIANA** and approved by the Commission will conduct these audits at **SBC INDIANA**'s expense.
- 6.7 The term of the SBC Indiana Section 271 Remedy Plan is indefinite. Expiration of the SBC Indiana Section 271 Remedy Plan shall require approval by the Commission.

7.0 Exclusions Limited

- 7.1 **SBC INDIANA** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC INDIANA** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC INDIANA** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC INDIANA** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC INDIANA**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC INDIANA**'s compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, **SBC INDIANA** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC INDIANA** or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

- 7.3 In any event where SBC INDIANA believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC INDIANA or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC INDIANA shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC INDIANA prevails. If SBC INDIANA does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC INDIANA shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC INDIANA will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC INDIANA and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Indiana interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC INDIANA pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC INDIANA, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC INDIANA under all SBC INDIANA interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC INDIANA interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC INDIANA has paid less than that amount due to the monthly threshold, SBC INDIANA shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC INDIANA shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC INDIANA Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC INDIANA may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC INDIANA must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC INDIANA must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC INDIANA's application will be processed in an expedited manner under the process set forth in the Procedural Rules. SBC INDIANA will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC INDIANA reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC INDIANA has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that SBC INDIANA should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why SBC INDIANA should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 **SBC INDIANA's** Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC INDIANA** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC INDIANA** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC INDIANA** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC INDIANA** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC INDIANA** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC INDIANA** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC INDIANA** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require **SBC INDIANA** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **SBC INDIANA** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **SBC INDIANA** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, **SBC INDIANA** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when **SBC INDIANA** provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 **SBC INDIANA** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **SBC INDIANA** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **SBC INDIANA** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, **SBC INDIANA** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that **SBC INDIANA** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC INDIANA** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC INDIANA** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **SBC INDIANA** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC INDIANA** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC INDIANA** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC INDIANA** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an

assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If **SBC INDIANA** fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If **SBC INDIANA** alters previously reported data for a CLEC, and after discussions with **SBC INDIANA** the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When **SBC INDIANA** performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, **SBC INDIANA** shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if **SBC INDIANA** performance through March is such that **SBC INDIANA** owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that **SBC INDIANA** fails to pay the required amount, **SBC INDIANA** will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 **SBC INDIANA** may not withhold payment of liquidated damages to a CLEC unless **SBC INDIANA** has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and **SBC INDIANA**.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC INDIANA reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar

amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – **SBC INDIANA** Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, **SBC INDIANA** will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent **SBC INDIANA** Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for **SBC INDIANA** Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if **SBC INDIANA** fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where **SBC INDIANA** has failed to provide parity or benchmark performance for 3 consecutive months. If **SBC INDIANA** fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then **SBC INDIANA** shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

- Appendix 1: Performance Measurement Business Rules (Indiana) (a document available from CLEC Account Managers or found on the **SBC INDIANA** Performance Measurement website)
- Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
- Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC INDIANA** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

SCHEDULE - LAWFUL UNE COMBINATIONS (Indiana)

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)

2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)

4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (KANSAS)

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APPENDIX PRICING (KANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC KANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC KANSAS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC KANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC KANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Zone:</u>	<u>Rate Group</u>	<u>Description:</u>
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

- 1.9 SBC KANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC KANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated

pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC KANSAS** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC KANSAS**' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC KANSAS**' current generic contract rate for the Product or Service set forth in **SBC KANSAS**' applicable state-specific generic pricing schedule as published on **SBC KANSAS**' CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC KANSAS** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC KANSAS**' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC KANSAS**' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC KANSAS** for that Product or Service and incorporated into **SBC KANSAS**' current state-specific generic pricing schedule as published on **SBC KANSAS**' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC KANSAS** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC KANSAS** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC KANSAS** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC KANSAS**' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC KANSAS**' right to charge and collect payment for such Products and/or Services.

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 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 service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 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 KANSAS 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 KANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. **NON-RECURRING CHARGES**

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an 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.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC KANSAS network, without any changes to SBC KANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC KANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. **BILLING**

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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a

SBC KANSAS

July 22, 2004

APPENDIX PRICING
SBC KSMETROPOLITAN

A	B	C	D	E	F	G	H	I	J	K	L
Date of Last Update	Effective Date	Agreement Type	Appendix	Product Type Group	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current non-Recurring Rate (Initial)	Current non-Recurring Rate (Additional)	Source of Rate
1		Interconnection	UNE	#VALUE!	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$	20.49	\$ 10.25
2						2-Wire Analog Zone 1 (Rural)	U21	\$	23.34	\$ 28.45	\$ 13.55
3						2-Wire Analog Zone 2 (Suburban)	U21	\$	13.64	\$ 28.45	\$ 13.55
4						2-Wire Analog Zone 3 (Urban)	U21	\$	11.86	\$ 28.45	\$ 13.55
5						2-Wire Analog Zone 1 (Rural)	RB9	\$	23.34	NA	NA
6						2-Wire Analog Zone 2 (Suburban)	RB9	\$	13.64	NA	NA
7						2-Wire Analog Zone 3 (Urban)	RB9	\$	11.86	NA	NA
8						Conditioning for dB loss from 8db to 5db	UL2	\$	7.81	\$ 22.76	\$ 8.58
9						4-Wire Analog Zone 1 (Rural)	U4H	\$	41.76	\$ 47.60	\$ 23.00
10						4-Wire Analog Zone 2 (Suburban)	U4H	\$	23.94	\$ 47.60	\$ 23.00
11						4-Wire Analog Zone 3 (Urban)	U4H	\$	19.44	\$ 47.60	\$ 23.00
12						2-Wire Digital Zone 1 (Rural)	U2Q	\$	40.69	\$ 15.03	\$ 6.22
13						2-Wire Digital Zone 2 (Suburban)	U2Q	\$	29.50	\$ 15.03	\$ 6.22
14						2-Wire Digital Zone 3 (Urban)	U2Q	\$	32.66	\$ 15.03	\$ 6.22
15						2-Wire Digital Zone 1 (Rural)	RB8	\$	40.69	NA	NA
16						2-Wire Digital Zone 2 (Suburban)	RB8	\$	29.50	NA	NA
17						2-Wire Digital Zone 3 (Urban)	RB8	\$	32.66	NA	NA
18						2-Wire Analog - Non Recurring Charge Zone 1-;	NRFR1	NA	\$ 28.45	\$ 13.55	
19						2 Wire Digital - Non Recurring Charge Zone 1-;	NRFR3	NA	\$ 15.03	\$ 6.22	
20						DS1 Loop Zone 1 (Rural)	U4D1X	\$ 88.48			
21						DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 70.26			
22						DS1 Loop Zone 3 (Urban)	U4D1X	\$ 64.78			
23						DS1 Loop Zone 1 (Rural)	RB6	\$ 88.48	\$ 68.40	\$ 27.25	
24						DS1 Loop Zone 2 (Suburban)	RB6	\$ 70.26	\$ 68.40	\$ 27.25	
25						DS1 Loop Zone 3 (Urban)	RB6	\$ 64.78	\$ 68.40	\$ 27.25	
26						4 Wire Digital - Non Recurring Charge Zone 1-;	NRFR4	NA	\$ 776.69	\$ 343.67	
27						DS3 Loop Zone 1 (Rural)	U4D3X	\$ 953.29	\$ 776.69	\$ 343.67	
28						DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 946.01	\$ 776.69	\$ 343.67	
29						DS3 Loop Zone 3 (Urban)	U4D3X	\$ 709.30	\$ 776.69	\$ 343.67	
30											
31			DSL	0	DSL Capable Loops	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$	23.34	\$ 28.45	\$ 13.55
32				1	2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$	13.64	\$ 28.45	\$ 13.55
33						PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$	11.86	\$ 28.45	\$ 13.55
34						PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$	23.34	\$ 28.45	\$ 13.55
35						PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$	13.64	\$ 28.45	\$ 13.55
36						PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$	11.86	\$ 28.45	\$ 13.55
37						PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$	23.34	\$ 28.45	\$ 13.55
38						PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$	13.64	\$ 28.45	\$ 13.55
39						PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$	11.86	\$ 28.45	\$ 13.55
40						PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$	23.34	\$ 28.45	\$ 13.55
41						PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$	13.64	\$ 28.45	\$ 13.55
42						PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$	11.86	\$ 28.45	\$ 13.55
43						PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$	23.34	\$ 28.45	\$ 13.55
44						PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$	13.64	\$ 28.45	\$ 13.55
45						PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$	11.86	\$ 28.45	\$ 13.55
46						PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$	23.34	\$ 28.45	\$ 13.55
47						PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$	13.64	\$ 28.45	\$ 13.55
48						PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$	11.86	\$ 28.45	\$ 13.55
49						PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$	41.76	\$ 47.60	\$ 23.00
50				1	4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$	23.94	\$ 47.60	\$ 23.00
51						PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$	19.44	\$ 47.60	\$ 23.00
52											
53											
54				0	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$	32.21	\$15.03	\$ 6.22
55						IDSL Loop Zone 2 (Suburban)	UY5FX	\$	18.82	\$15.03	\$ 6.22
56						IDSL Loop Zone 3 (Urban)	UY5FX	\$	16.37	\$15.03	\$ 6.22
57											
58				0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	\$	N/A	\$ 0.06	N/A
59						Loop Qualification Process - Manual	NR9XU	\$	N/A	\$ 25.65	N/A

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SBC KANSAS

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APPENDIX PRICING
SBC KS METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
60							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD		
61					0	DSL Conditioning Options	Incremental Removal of Repeaters	NRBXV	None	\$610.45	N/A	
62							Kft same location/same cable)	NRBNL	None	\$610.45	N/A	
63							Incremental Additional Removal of Repeater (> than 17.5 Kft same location/different cable)	NRBNP	None	\$0.00	\$	-
64							Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$949.59	N/A	
							Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)					
65							Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTV	None	\$790.35	N/A	
66							Incremental Removal of Excessive Bridged Taps	NRBTW	None	\$	\$	-
67							Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft same location/same cable)	NRBXW	None	\$748.54	N/A	
68							Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft same location/different cable)	NRBNK	None	\$552.22	N/A	
69							Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft same location/different cable)	NRBNN	None	\$0.00	\$0.00	
70							Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$1,108.76	N/A	
							Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft same location/same Cable)					
71							Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft same location/different Cable)	NRBM8	None	\$750.96	N/A	
72							Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft same location/different Cable)	NRBM9	None	\$0.00	\$0.00	
73							Removal of Load Coils	NRBMZ	None	\$883.94	N/A	
74							Incremental Removal of Load Coil (> than 17.5 Kft same location/same Cable)	NRBNJ	None	\$567.37	N/A	
75							Incremental Additional Removal of Load Coil (> than 17.5 Kft same location/different Cable)	NRBNH	None	\$	\$	-
76									None			
77									None			
78							Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	552.22	None	
79							Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	936.67	None	
80							Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	552.22	\$	552.22
81							Removal of All Bridged Tap DSL loops >17.5Kft - per element incremental	NRMRM	None	552.22	\$	552.22
82					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$	3.26	\$	9.90
83							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$	0.24	\$	7.43
84					0	LST	LST performed on CO/DSLAM Loop	URCLD	none	\$	186.32	None
85							LST performed on Sub Loop	URCLB	none	\$	170.17	None
86							Simple LST in the Feeder Cable ***4	PENDING	None	\$51.45	\$	24.60
87							Simple LST in the Distribution Cable ***4	PENDING	None	\$39.45	\$	18.46
88							Complex LST in the Feeder Cable ***4	PENDING	None	\$102.85	\$	74.17
89							Complex LST in the Distribution Cable ***4	PENDING	None	\$90.85	\$	68.04
90												
91												
92				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$	1.47	\$	17.29
93							2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$	0.24	\$	17.29
94							4-Wire Analog Loop to Collocation	UCXC4	\$	2.95	\$	41.63
95							4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$	0.48	\$	41.63

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APPENDIX PRICING
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96							2-Wire Digital Loop to Collocation	(UCXC2) Pending	\$	2.95	\$	17.29	\$	17.29
97							2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	\$	0.48	\$	17.29	\$	17.29
98							2-wire Analog Loop to Analog Line Port	UDLX2	\$	\$1.47	NA	NA	NA	NA
99							2-wire Analog Loop to Analog DID Trunk Port	under development		\$1.47	\$	35.83	\$	29.44
100							2-wire Digital Loop to ISDN BRI Line Port	RECB2		\$1.47	NA	NA	NA	
101							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRFR5	NA	\$	35.83	\$	29.44	
102							2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	NRFR7						
103							DS1 Loop to Collocation	UDLY4	NA	\$	35.83	\$	29.44	
104							DS3 Loop to collocation	UCYBX	\$	11.30	\$	46.65	\$	32.15
105					0	Sub-Loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$	2.38		None		None
106							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$	1.95		None		None
107							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$	2.64		None		None
108							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$	40.50		None		None
109							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$	13.53		None		None
110							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$	9.58		None		None
111							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$	45.29		None		None
112							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$	18.00		None		None
113							ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$	13.78		None		None
114							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$	38.64		None		None
115							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$	12.02		None		None
116							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$	7.43		None		None
117							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$	43.43		None		None
118							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$	16.49		None		None
119							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$	11.63		None		None
120							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$	4.92		None		None
121							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$	4.60		None		None
122							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$	4.33		None		None
123							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$	4.76		None		None
124							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$	3.89		None		None
125							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$	5.28		None		None
126							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$	81.01		None		None
127							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$	27.06		None		None

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128							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$	19.17	None	None
129							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$	90.58	None	None
130							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$	36.00	None	None
131							ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	\$	27.56	None	None
132							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$	77.28	None	None
133							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$	24.05	None	None
134							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$	14.86	None	None
135							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$	86.85	None	None
136							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$	32.99	None	None
137							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$	23.26	None	None
138							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$	9.84	None	None
139							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$	9.20	None	None
140							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$	8.66	None	None
141							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$	2.37	None	None
142							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$	1.94	None	None
143							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$	2.60	None	None
144							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$	40.50	None	None
145							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$	13.53	None	None
146							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$	9.54	None	None
147							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$	45.29	None	None
148							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$	18.00	None	None
149							ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$	13.74	None	None
150							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$	38.63	None	None
151							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$	12.02	None	None
152							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$	7.39	None	None
153							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$	43.42	None	None
154							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$	16.49	None	None
155							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$	11.58	None	None
156							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$	4.92	None	None
157							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$	4.60	None	None

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158							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$	4.33	None	None	
159							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$	4.75	None	None	
160							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$	3.89	None	None	
161							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$	5.19	None	None	
162							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$	81.00	None	None	
163							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$	27.05	None	None	
164							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$	19.08	None	None	
165							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$	90.57	None	None	
166							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$	35.99	None	None	
167							ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$	27.48	None	None	
168							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$	77.27	None	None	
169							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$	24.04	None	None	
170							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$	14.77	None	None	
171							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$	86.84	None	None	
172							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$	32.98	None	None	
173							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$	23.17	None	None	
174							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$	9.84	None	None	
175							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$	9.20	None	None	
176							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$	8.66	None	None	
177					0	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$	295.96	\$	112.32
178							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$	296.99	\$	113.36
179							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$	295.96	\$	112.32
180							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$	296.99	\$	113.36
181	Dedicated Transport (DT)												
182							DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$	51.89	\$136.65	\$	78.80
183							DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$	44.59	\$136.65	\$	78.80
184							DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$	40.78	\$136.65	\$	78.80
185							DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$	46.86	\$136.65	\$	78.80
186							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$	1.53	None	None	None
187							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$	0.72	None	None	None
188							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$	0.32	None	None	None

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							DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$	0.35	None	None
188							DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS		None	\$158.10	\$ 97.75
189							DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS		596.55	\$158.10	\$ 97.75
190							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS		478.64	\$158.10	\$ 97.75
191							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS		512.30	\$158.10	\$ 97.75
192							DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS		None	None	None
193							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS		17.51	None	None
194							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS		12.83	None	None
195							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS		2.85	None	None
196							DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS		7.12	98.50	\$ 80.30
197							DS1 to Collocation	UCXHX		25.64	68.75	\$ 50.55
198							DS3 to Collocation	UCXJX		119.03	288.90	\$ 187.70
199							DS1 to VG	UM4BX		359.83	1,736.35	\$ 1,202.10
200							DS3 to DS1	UM4AX		74.83	340.24	\$ 340.24
201							Dark Fiber - Interoffice per strand	ULYCX		0.004400	None	None
202							Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF		0.003850	None	None
203							Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF		0.003770	None	None
204							Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF		1.71	59.97	\$ 59.97
205							Dark Fiber Cross Connect - Interoffice	UKCJX		NA	656.67	\$ 656.67
206							Dark Fiber - Interoffice Inquiry	NR9D6				
207					0		Cross Connects to Point of Access (POA)	UXRA1		0.57	\$ 92.05	\$ 73.25
208							2-wire Analog Loop to POA - Method 1	UXRA2		0.65	\$ 92.05	\$ 73.25
209							2-wire Analog Loop to POA - Method 2	UXRA2		0.77	\$ 92.05	\$ 73.25
210					0		2-wire Analog Loop to POA - Method 3	UXRA3				
211					0		Routine Modifications of Existing Facilities Charge	N3RUE		NA	ICB	NA
212					0		Manual New - Simple	NRBUQ		None	12.35	None
213							Manual Change - Simple	NRBUO		None	12.35	None
214							Manual Record - Simple	NRBUO		None	12.35	None
215							Manual Disconnect - Simple	NRBUW		None	12.35	None
216							Manual Suspend - Simple	NRBJZ		None	12.35	None
217							Manual Restore - Simple	NRBJZ		None	12.35	None
218							Manual Expedited - Simple	NRMV1		None	12.35	None
219							Manual Customer Not Ready - Simple	NRMV5		None	12.35	None
220							Manual Due Date Change or Cancellation - Simple	NRMV3		None	12.35	None
221							Manual New - Complex	NRBUR		None	12.35	None
222							Manual Change - Complex	NRBUP		None	12.35	None
223							Manual Record - Complex	NRBUV		None	12.35	None
224							Manual Disconnect - Complex	NRBUX		None	12.35	None
225							Manual Suspend - Complex	NRBJ7		None	12.35	None
226							Manual Restore - Complex	NRBJ8		None	12.35	None
227							Manual Expedited - Complex	NRMV2		None	12.35	None
228							Manual Customer Not Ready - Complex	NRMV6		None	12.35	None
229							Manual Due Date Change or Cancellation - Complex	NRMV4		None	12.35	None
230							Electronic New - Simple	NR9W2		None	2.35	None
231							Electronic New - Complex	NR9GX		None	77.53	None
232							Electronic Change - Simple	NR9GG		None	2.35	None
233							Electronic Change - Complex	NR9G8		None	77.53	None
234							Electronic Record - Simple	NR9GU		None	2.35	None
235							Electronic Record - Complex	NR9G7		None	4.90	None

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235						Electronic Disconnect - Simple	NR9GZ	None	\$ 2.35		None
236						Electronic Disconnect - Complex	NR9G9	None	\$ 28.50		None
237						Electronic Suspend - Simple	NR9J5	None	\$ 2.35		None
238						Electronic Restore - Simple	NR9J6	None	\$ 2.35		None
239						Electronic Expedited - Simple	NR9J7	None	\$ 2.35		None
240						Electronic Expedited - Complex	NR9VX	None	\$ 2.35		None
241						Electronic Customer Not Ready - Simple	NR9V9	None	\$ 2.35		None
242						Electronic Customer Not Ready - Complex	NR9VY	None	\$ 2.35		None
243						Electronic Due Date Change or Cancellation Simple -	NR9V8	None	\$ 2.35		None
244						Electronic Due Date Change or Cancellation	NR9VZ	None	\$ 2.35		None
245						Complex	NR9L9	None	\$ 5.00		None
246						P/C Change Charge					
247						Directory Assistance					
248			Directory Assistance	0		Directory Assistance (DA) - per call	ZZUO3	\$ 0.37	None		None
249						Directory Assistance (DA) - per call	ZZUO4	\$ 0.37	None		None
250						Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None		None
251						National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None		None
252						National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None		None
253						Directory Assistance Non-Pub Emergency Service	not applicable	\$ 2.60	None		None
254						Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00		None
255						Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None		None
256						Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00		None
257						Directory Assistance - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00		None
258						Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585		None
259						Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585		None
260						Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Applicable	\$ 2.60	None		None
261						Business Category Search (BCS)	ZZUO8	\$ 0.65	None		None
262						Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None		None
263						Reverse Directory Assistance (RDA)	ZZUO9	\$ 0.65	None		None
264			Operator Services	0		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None		None
265						Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	0.02	None		None
266						Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00		None
267						Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None		None
268						Operator Services - Rate Reference -Initial Load	NRBDL	None	\$ 2,200.00		None
269						Operator Services - Rate Reference Load	NRBDM	None	\$ 1,000.00		None
270						Intralata Message Rating - Rate per initial load changes	Not Applicable	None	\$ 608.61		None
271						Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 608.61		None
272			OSS	0	Miscellaneous	NXX Migration- Migration Charge per NXX Provision of Message Detail a.k.a. Daily Usage File (DUF)	Applicable	None	\$ 10,000.00		None
273		2/11/2004					ASBS	\$ 0.000287	None		None
274			BCR	0	BCR	Per interstate local message	Not Applicable	\$ 0.050	None		None
275						Per local message	Not Applicable	\$ 0.080	None		None

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						Billable Message Records and /or access usage records - per Record Charge					
276			Hosting	0	Hosting	Hosting: Per Record Charge For Full Status RAO	not applicable	\$	0.0030	None	None
277						Company-Hosting Network Company	not applicable	\$	0.0020	None	None
278						Hosting: Per Record Charge For Full Status RAO	not applicable	\$	0.0050	None	None
279						Company-National CMDS Network	not applicable	\$	0.0070	None	None
280						Hosting: Per Record Charge For Non-Full Status RAO	not applicable	\$	0.0100	None	None
281			Clearinghouse	0	Clearinghouse	Hosting: Per Record Charge For Non-Full Status RAO	not applicable	\$	0.020	None	None
282						RAO Company-National CMDS Network	not applicable	\$	0.050	None	None
283						Hosting: Per Record Charge For Non-Full Status RAO	not applicable	\$	0.0100	None	None
284			UNE	0	Maintenance of Service Charges & Non-Productive Dispatch	CH processing charge for service - per originated	not applicable	\$	0.020	None	None
285						CH record	not applicable	\$	0.050	None	None
286				0	Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH		\$62.34	\$	29.97
287						Overtime - per half hour	ALK, ALT, ALH		\$77.80	\$	37.70
288						Premium Time - per half hour	ALK, ALT, ALH		\$93.25	\$	45.42
289			Structure Access	0	Pole and Duct (Structure)	Basic Time - per half hour					
290				1	Per Foot Conduit Occupancy Fees	Overtime - per half hour					
291				2		Premium Time - per half hour					
292						Full Duct (\$/ft/yr.)		\$	0.59		
293						Half Duct (\$/ft/yr)		\$	0.30		
294				1	Contract Administration Fee						
295				1	Administrative Record-Keeping Fee				\$	125.00	
296									\$	125.00	
297				0	INTERCARRIER COMPENSATION End Office Local Termination - Zone 1 Rural		ZZUR8 ZZUR2	\$	0.0007		
298						Set up charge, per call			\$0.00		
299						Duration charge, per MOU			\$0.00		
300											
301					End Office Local Termination - Zone 2 Suburban		ZZUR8 ZZUR2	\$	0.0007		
302						Set up charge, per call			\$0.00		
303						Duration charge, per MOU			\$0.00		
304					End Office Local Termination - Zone 3 Urban		ZZUR8 ZZUR2	\$	0.0007		
305						Set up charge, per call			\$0.00		
306						Duration charge, per MOU			\$0.00		
307					Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2 ZZUR1	\$	0.0007		
308					Tandem Switching				\$0.00		
309					Common Transport				\$0.00		
310						Termination per Minute of Use Zone 1 (Rural)	ZZUR2 ZZUR1	\$	0.0007		
311						Termination per Minute of Use Zone 2 (Suburban)	ZZUR2	\$	0.0007		
312						Termination per Minute of Use Zone 3 (Urban)	ZZUR2	\$	0.0007		
313						Termination per Minute of Use Interzone	ZZUR2	\$	0.0007		
314						Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$	0.0007		
315						Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$	0.0007		
316						Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$	0.0007		
317						Facilities per Minute, per Mile Interzone	ZZURF	\$	0.0007		

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					Optional EAS Transport and Termination per MOU						
					Transiting						
318						Transit Rate (Zone 1 – Rural), per MOU	ZZUR2	\$	0.021000	None	None
319						Transit Rate (Zone 2 – Suburban), per MOU	ZZUTN	\$	\$0.001027		
320						Transit Rate (Zone 3 – Urban), per MOU	ZZUTN	\$	0.000981		
321						Transit Rate (Zone 3 – Urban), per MOU	ZZUTN	\$	0.000953		
322						Zone 2 (Suburban)	ZZUTN	\$	0.000970	None	None
323						Zone 1 (Rural)	ZZUTN	\$	0.001031	None	None
324							ZZUTN	\$	0.001128	None	None
325				0	OCA	CO Transport & Termination	ZZUR2	\$	0.021 ^{M-1}	None	None
326				0	Optional EAS Transit Per MOU	Zone 3 (Urban)		\$	0.000970	None	None
327						Zone 2 (Suburban)		\$	0.001031	None	None
328						Zone 1 (Rural)		\$	0.001128	None	None
329				0	Optional EAS Transport and Termination Per MOU	Zone 3 (Urban)		\$	0.002280	None	None
330						Zone 2 (Suburban)		\$	0.002721	None	None
331						Zone 1 (Rural)		\$	0.003658	None	None
332											
333				0	RESALE - Uniform Rate Structure						
334			Resale	1	Business						
335				2	LOCAL EXCHANGE SERVICE						
336											
337						Business 1 Party			21.60%	21.60%	NA
338						Business - Multi-Line			21.60%	21.60%	NA
339						Business Message Rate 1-Party			21.60%	21.60%	NA
340						Customer Operated Pay Telephone Service			21.60%	21.60%	NA
341						Line Amplifier			21.60%	21.60%	NA
342						Public Response Calling Service			21.60%	21.60%	NA
343						Telephone Answering and Secretarial Service			21.60%	21.60%	NA
344						Service Connections, Move and Changes			21.60%	21.60%	NA
345				2	EXPANDED LOCAL CALLING						
346						Mandatory Extend Local Calling			21.60%	21.60%	NA
347						Basehor Optional Calling Area			21.60%	21.60%	NA
348						MetroPlus					
349											
350				2	VERTICAL SERVICES						
351						Auto Redial			21.60%	21.60%	NA
352						Call Blocker			21.60%	21.60%	NA
353						Call Forwarding			21.60%	21.60%	NA
354						Call Forwarding - Busy Line			21.60%	21.60%	NA
355						Call Forwarding - Busy Line/Don't Answer			21.60%	21.60%	NA
356						Call Forwarding - Don't Answer			21.60%	21.60%	NA
357						Call Return			21.60%	21.60%	NA
358						Call Trace			21.60%	21.60%	NA
359						Call Waiting			21.60%	21.60%	NA
360						Calling Name			21.60%	21.60%	NA
361						Calling Number			21.60%	21.60%	NA
362						Personalized Ring (1 dependent number)			21.60%	21.60%	NA
						Personalized Ring (2 dependent numbers - 1st number)					
363						Personalized Ring (2 dependent numbers - 2nd number)			21.60%	21.60%	NA
364						Priority Call			21.60%	21.60%	NA
365						Remote Access to Call Forwarding			21.60%	21.60%	NA
366						Selective Call Forwarding			21.60%	21.60%	NA
367						Simultaneous Call Forwarding			21.60%	21.60%	NA
368						Speed Calling			21.60%	21.60%	NA
369						Three Way Calling			21.60%	21.60%	NA
370											
371											
372				2	DID						
373						DID (First Block of 100 - Category 1)			21.60%	21.60%	NA

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374						DID (First Block of 10 - Category 1)		21.60%	21.60%	NA	
375						DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	NA	
376						DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	NA	
377						DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	NA	
378						DID (with Multifrequency)		21.60%	21.60%	NA	
379						DID (with Dual-Tone Multifrequency)		21.60%	21.60%	NA	
380						DID (1st 10 Trunks or access lines)		21.60%	21.60%	NA	
381						DID (11th thru 50th trunk or network access line)		21.60%	21.60%	NA	
382						DID (51st trunk or network access line)		21.60%	21.60%	NA	
383											
384				2	TRUNKS						
385						Analog Trunks		21.60%	21.60%	NA	
386						Hotel/Motel Trunks		21.60%	21.60%	NA	
387						Digital Trunks		21.60%	21.60%	NA	
388											
389				2	AIN						
390						Area Wide Networking		21.60%	21.60%	NA	
391						Caller Intelldata		21.60%	21.60%	NA	
392						Disaster Routing Service		21.60%	21.60%	NA	
393						Intelligent Redirection		21.60%	21.60%	NA	
394						Positive ID		21.60%	21.60%	NA	
395											
396				2	OTHER						
397						Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
398						Busy Out Arrangements		21.60%	21.60%	NA	
399						Conference Telephone Service		21.60%	21.60%	NA	
400						Customer Alerting Enablement		21.60%	21.60%	NA	
401						Grandfathered Services		21.60%	21.60%	NA	
402						Hot Line		21.60%	21.60%	NA	
403						Hunting		21.60%	21.60%	NA	
404						Improved Data Transmission		21.60%	21.60%	NA	
405						Intercept Referral Service		21.60%	21.60%	NA	
406						Local Operator Assistance Service		21.60%	21.60%	NA	
407						Night Number associated with Telephone Number		21.60%	21.60%	NA	
408						Night Number associated with a Terminal		21.60%	21.60%	NA	
409						Promotions (Greater than 90 days)		21.60%	21.60%	NA	
410						Preferred Number Service		21.60%	21.60%	NA	
411						Second Line Control		21.60%	21.60%	NA	
412						Selective Call Acceptance		21.60%	21.60%	NA	
413						Telebranch®		21.60%	21.60%	NA	
414						TouchTone		21.60%	21.60%	NA	
415						Voice Dial		21.60%	21.60%	NA	
416						Warm Line		21.60%	21.60%	NA	
417											
418				2	Data Services						
419						Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA	
420						PBX Trunks		21.60%	21.60%	NA	
421						Mult-Service Optical Network (MON)		21.60%	21.60%	NA	
422						OCn-PTP		21.60%	21.60%	NA	
423						DS3		21.60%	21.60%	NA	
424											
425				2	ISDN						
426						Digilinesm (ISDN BRI)		21.60%	21.60%	NA	
427						Select Video Plus®		21.60%	21.60%	NA	
428						Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA	

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a

SBC KANSAS

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APPENDIX PRICING
SBC KS METROPOLITAN

A	B	C	D	E	F	G	H	I	J	K	L
429						SuperTrunk		21.60%	21.60%		NA
430											
431				2	TOLL						
432						IntraLATA MTS		21.60%	21.60%		NA
433						MaxMizer 800®		21.60%	21.60%		NA
434						OutWATS		21.60%	21.60%		NA
435						800 Service		21.60%	21.60%		NA
436											
437				2	OPTIONAL TOLL CALLING PLANS						
438						1+ SAVERsm		21.60%	21.60%		NA
439						1+Saver Direct		21.60%	21.60%		NA
440						Optional Community Calling Service		21.60%	21.60%		NA
441											
442				2	PLEXAR®						
443						Plexar I®		21.60%	21.60%		NA
444						Plexar II®		21.60%	21.60%		NA
445						Plexar Custom®		21.60%	21.60%		NA
446											
447				2	PRIVATE LINE						
448						Analog Private Lines		21.60%	21.60%		NA
449						Announcement Distribution Services		21.60%	21.60%		NA
450						Foreign Exchange Service		21.60%	21.60%		NA
451						Foreign Serving Office		21.60%	21.60%		NA
452						Frame Relay		21.60%	21.60%		NA
453						Group Alerting Services		21.60%	21.60%		NA
454						MicroLink I®		21.60%	21.60%		NA
455						MicroLink II®		21.60%	21.60%		NA
456						MultiPoint Video		21.60%	21.60%		NA
457						Network Reconfiguration Service		21.60%	21.60%		NA
458						Public Response Calling Service		21.60%	21.60%		NA
459						Service Loop Facility Modification Service		21.60%	21.60%		NA
460											
461				1	Residence						
462				2	LOCAL EXCHANGE SERVICE						
463						Life Line and Link Up America Services		21.60%	21.60%		NA
464						Residence 1 Party		21.60%	21.60%		NA
465						Residence Measured		21.60%	21.60%		NA
466						Residence Flat Rate Trunks		21.60%	21.60%		NA
467						Urban Mileage		21.60%	21.60%		NA
468						Service Connections, Move and Changes		21.60%	21.60%		NA
469											
470				2	EXPANDED LOCAL CALLING						
471						Mandatory Extend Local Calling		21.60%	21.60%		NA
472						Basehor Optional Calling Area		21.60%	21.60%		NA
473						MetroPlus		21.60%	21.60%		NA
474											
475				2	VERTICAL SERVICES						
476						Auto Redial		21.60%	21.60%		NA
477						Call Blocker		21.60%	21.60%		NA
478						Call Forwarding		21.60%	21.60%		NA
479						Call Forwarding - Busy Line		21.60%	21.60%		NA
480						Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		NA
481						Call Forwarding - Don't Answer		21.60%	21.60%		NA
482						Call Return		21.60%	21.60%		NA
483						Call Trace		21.60%	21.60%		NA
484						Call Waiting		21.60%	21.60%		NA
485						Calling Name		21.60%	21.60%		NA
486						Calling Number		21.60%	21.60%		NA
487						Personalized Ring (1 dependent number)		21.60%	21.60%		NA

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SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a

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APPENDIX PRICING
SBC KS METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
488							Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		NA
489							Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		NA
490							Priority Call		21.60%	21.60%		NA
491							Remote Access to Call Forwarding		21.60%	21.60%		NA
492							Selective Call Forwarding		21.60%	21.60%		NA
493							Simultaneous Call Forwarding		21.60%	21.60%		NA
494							Speed Calling		21.60%	21.60%		NA
495							Three Way Calling		21.60%	21.60%		NA
496												
497					2	ISDN	Digiline		21.60%	21.60%		NA
498												
499					2	OTHER						
500												
501							Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		NA
502							Conference Telephone Service		21.60%	21.60%		NA
503							Customer Alerting Enablement		21.60%	21.60%		NA
504							Grandfathered Services		21.60%	21.60%		NA
505							Hot Line		21.60%	21.60%		NA
506							Improved Data Transmission		21.60%	21.60%		NA
507							Intercept Services		21.60%	21.60%		NA
508							Local Operator Assistance Service		21.60%	21.60%		NA
509							Promotions (Greater than 90 days)		21.60%	21.60%		NA
510							Preferred Number Service		21.60%	21.60%		NA
511							Second Line Control		21.60%	21.60%		NA
512							Selective Call Acceptance		21.60%	21.60%		NA
513							TouchTone		21.60%	21.60%		NA
514							Voice Dial		21.60%	21.60%		NA
515							Warm Line		21.60%	21.60%		NA
516					1	OTHER (Resale)						
517												
518					2	DIRECTORY ASSISTANCE SERVICES			21.60%	21.60%		NA
519							Nationwide Listing Services (NLS)		21.60%	21.60%		NA
520												
521					2	TOLL						
522							900 Call Restriction		21.60%	21.60%		NA
523							Home 800sm		21.60%	21.60%		NA
524							IntraLATA MTS		21.60%	21.60%		NA
525												
526					2	OPTIONAL TOLL CALLING PLANS						
527							1+ SAVERsm		21.60%	21.60%		NA
528							1+ Saver Direct		21.60%	21.60%		NA
529							Optional Community Calling Service		21.60%	21.60%		NA
530												
531							900 Call Restriction		21.60%	21.60%		NA
532							Access Services		0.00%	0.00%		NA
533							Additional Directory Listings		21.60%	21.60%		NA
534							Bill Plus		5.00%	5.00%		NA
535							Company Initiated Suspension Service Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%		NA
536							Consolidated Billing		5.00%	5.00%		NA
537							Construction Charges		0.00%	0.00%		NA
538							Customer Initiated Suspension Service		0.00%	0.00%		NA
539							Exchange Connection Service		0.00%	0.00%		NA
540							Information Delivery Service		0.00%	0.00%		NA
541							Intellinumber		21.60%	21.60%		NA
542												

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APPENDIX PRICING
SBC KS METROPOLITAN

A	B	C	D	E	F	G	H	I	J	K	L
543						IntraLATA Internet Access Plan		0.00%	0.00%	NA	
544						Maintenance of Service Charges		0.00%	0.00%	NA	
545						Prepaid Calling Cards		21.60%	21.60%	NA	
546						Shared Tenant Service		0.00%	0.00%	NA	
547						Shared Use Service		0.00%	0.00%	NA	
548						Telecommunications Service Priority Systems		0.00%	0.00%	NA	
549						TeleKansas		0.00%	0.00%	NA	
550						Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA	
551						Toll Restriction		21.60%	21.60%	NA	
552						Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
553											
554				2	Electronic Billing Information Data (daily usage) per message			0.003	NA	NA	
555											
556				2	Conversion Charges below based upon Docket 97-SCCC-149-GIT						
557						Simple conversion charge per billable number- manual		NA	12.35	NA	
558						Simple conversion charge per billable number- electronic		NA	2.35	NA	
559						Complex conversion charge per billable number- manual		NA	12.35	NA	
560						Complex conversion charge per billable number- electronic			2.35	NA	
561											
562				2	OSIDA						
563				3	Branding - Resellers						
564						- Initial Load	NRBDG	NA \$	1,800.00	NA	
565						- Subsequent Load	NRBDG	NA \$	1,800.00	NA	
566						- Per Call	ZZUCB \$	0.0250	NA	NA	
567				3	External Rater - Resellers						
568						- Initial Load	NRBDL	NA \$	2,200.00	NA	
569						- Subsequent Load	NRBDM	NA \$	1,000.00	NA	
570											
571				0	RESALE - Tiered Rate Structure						
572				1	Business						
573				2	LOCAL EXCHANGE SERVICE						
574						Business 1 Party					
575						Business - Multi-Line		19.50%	19.50%	NA	
576						Business Message Rate 1-Party		19.50%	19.50%	NA	
577						Customer Operated Pay Telephone Service		19.50%	19.50%	NA	
578						Line Amplifier		19.50%	19.50%	NA	
579						Public Response Calling Service		19.50%	19.50%	NA	
580						Telephone Answering and Secretarial Service		19.50%	19.50%	NA	
581						Service Connections, Move and Changes		19.50%	19.50%	NA	
582											
583				2	EXPANDED LOCAL CALLING						
584						Mandatory Extend Local Calling		19.50%	19.50%	NA	
585						Basehor Optional Calling Area		19.50%	19.50%	NA	
586						MetroPlus		19.50%	19.50%	NA	
587											
588				2	VERTICAL SERVICES						
589						Auto Redial		30.50%	30.50%	NA	
590						Call Blocker		30.50%	30.50%	NA	
591						Call Forwarding		30.50%	30.50%	NA	
592						Call Forwarding - Busy Line		30.50%	30.50%	NA	
593						Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
594						Call Forwarding - Don't Answer		30.50%	30.50%	NA	
595						Call Return		30.50%	30.50%	NA	
596						Call Trace		30.50%	30.50%	NA	
597						Call Waiting		30.50%	30.50%	NA	

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SBC KS METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
598							Calling Name		30.50%	30.50%		
599							Calling Number		30.50%	30.50%		NA
600							Personalized Ring (1 dependent number)		30.50%	30.50%		NA
							Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%		NA
601							Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%		NA
602							Priority Call		30.50%	30.50%		NA
603							Remote Access to Call Forwarding		30.50%	30.50%		NA
604							Selective Call Forwarding		30.50%	30.50%		NA
605							Simultaneous Call Forwarding		30.50%	30.50%		NA
606							Speed Calling		30.50%	30.50%		NA
607							Three Way Calling		30.50%	30.50%		NA
608												
609												
610					2	DID	DID (First Block of 100 - Category 1)		19.50%	19.50%		NA
611							DID (First Block of 10 - Category 1)		19.50%	19.50%		NA
612												
613							DID (Ea. adl. block of 10 after first 10 - Category 1)		19.50%	19.50%		NA
							DID (Ea. adl. block of 100 after first 100 - Category 2)		19.50%	19.50%		NA
614							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.50%	19.50%		NA
615							DID (with Multifrequency)		19.50%	19.50%		NA
616							DID (with Dual-Tone Multifrequency)		19.50%	19.50%		NA
617							DID (1st 10 Trunks or access lines)		19.50%	19.50%		NA
618							DID (11th thru 50th trunk or network access line)		19.50%	19.50%		NA
619							DID (61st trunk or network access line)		19.50%	19.50%		NA
620												
621												
622					2	TRUNKS	Analog Trunks		19.50%	19.50%		NA
623							Hotel/Motel Trunks		19.50%	19.50%		NA
624							Digital Trunks		19.50%	19.50%		NA
625												
626					2	AIN						
627							Area Wide Networking		19.50%	19.50%		NA
628							Caller Intelidata		19.50%	19.50%		NA
629							Disaster Routing Service		19.50%	19.50%		NA
630							Intelligent Redirection		19.50%	19.50%		NA
631							Positive ID		19.50%	19.50%		NA
632												
633					2	OTHER						
634							Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%		NA
635							Busy Out Arrangements		19.50%	19.50%		NA
636							Conference Telephone Service		19.50%	19.50%		NA
637							Customer Alerting Enablement		19.50%	19.50%		NA
638							Grandfathered Services		19.50%	19.50%		NA
639							Hot Line		19.50%	19.50%		NA
640							Hunting		19.50%	19.50%		NA
641							Improved Data Transmission		19.50%	19.50%		NA
642							Intercept Referral Service		19.50%	19.50%		NA
643							Local Operator Assistance Service		19.50%	19.50%		NA
644												
645							Night Number associated with Telephone Number		19.50%	19.50%		NA
646							Night Number associated with a Terminal		19.50%	19.50%		NA
647							Promotions (Greater than 90 days)		19.50%	19.50%		NA
648							Preferred Number Service		19.50%	19.50%		NA
649							Second Line Control		19.50%	19.50%		NA
650							Selective Call Acceptance		19.50%	19.50%		NA
651							Telebranch®		19.50%	19.50%		NA

UNE AEON:
RESALE AEON:
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SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
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APPENDIX PRICING
SBC KS METROPOLITAN

A	B	C	D	E	F	G	H	I	J	K	L
652						TouchTone		19.50%	19.50%		
653						Voice Dial		19.50%	19.50%		NA
654						Warm Line		19.50%	19.50%		NA
655											
656				2	ISDN						
657						Digiline		19.50%	19.50%		NA
658						Select Video Plus®		19.50%	19.50%		NA
659						Smart Trunks		19.50%	19.50%		NA
660											
661				2	TOLL						
662						IntraLATA MTS		17.00%	17.00%		NA
663						MaxMizer 800®		17.00%	17.00%		NA
664						OutWATS		17.00%	17.00%		NA
665						800 Service		17.00%	17.00%		NA
666											
667				2	OPTIONAL TOLL CALLING PLANS						
668						1+ SAVERsm		17.00%	17.00%		NA
669						1+ Saver Direct		17.00%	17.00%		NA
670						Optional Community Calling Service		17.00%	17.00%		NA
671											
672				2	PLEXAR®						
673						Plexar I®		19.50%	19.50%		NA
674						Plexar II®		19.50%	19.50%		NA
675						Plexar Custom®		19.50%	19.50%		NA
676											
677				2	PRIVATE LINE						
678						Analog Private Lines		19.50%	19.50%		NA
679						Announcement Distribution Services		19.50%	19.50%		NA
680						Foreign Exchange Service		19.50%	19.50%		NA
681						Foreign Serving Office		19.50%	19.50%		NA
682						Frame Relay		19.50%	19.50%		NA
683						Group Alerting Services		19.50%	19.50%		NA
684						MicroLink I®		19.50%	19.50%		NA
685						MicroLink II®		19.50%	19.50%		NA
686						MultiPoint Video		19.50%	19.50%		NA
687						Network Reconfiguration Service		19.50%	19.50%		NA
688						Public Response Calling Service		19.50%	19.50%		NA
689						Service Loop Facility Modification Service		19.50%	19.50%		NA
690				1	Residence						
691				2	LOCAL EXCHANGE SERVICE						
692											
693						Life Line and Link Up America Services		19.50%	19.50%		NA
694						Residence 1 Party		19.50%	19.50%		NA
695						Residence Measured		19.50%	19.50%		NA
696						Residence Flat Rate Trunks		19.50%	19.50%		NA
697						Urban Mileage		19.50%	19.50%		NA
698						Service Connections, Move and Changes		19.50%	19.50%		NA
699											
700				2	EXPANDED LOCAL CALLING						
701						Mandatory Extend Local Calling		19.50%	19.50%		NA
702						Basehor Optional Calling Area		19.50%	19.50%		NA
703						MetroPlus		19.50%	19.50%		NA
704											
705				2	VERTICAL SERVICES						
706						Auto Redial		30.50%	30.50%		NA
707						Call Blocker		30.50%	30.50%		NA
708						Call Forwarding		30.50%	30.50%		NA
709						Call Forwarding - Busy Line		30.50%	30.50%		NA
710						Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%		NA
711						Call Forwarding - Don't Answer		30.50%	30.50%		NA

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APPENDIX PRICING
SBC KSMETROPOLITAN

A	B	C	D	E	F	G	H	I	J	K	L
712						Call Return		30.50%	30.50%		NA
713						Call Trace		30.50%	30.50%		NA
714						Call Waiting		30.50%	30.50%		NA
715						Calling Name		30.50%	30.50%		NA
716						Calling Number		30.50%	30.50%		NA
717						Personalized Ring (1 dependent number)		30.50%	30.50%		NA
718						Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%		NA
719						Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%		NA
720						Priority Call		30.50%	30.50%		NA
721						Remote Access to Call Forwarding		30.50%	30.50%		NA
722						Selective Call Forwarding		30.50%	30.50%		NA
723						Simultaneous Call Forwarding		30.50%	30.50%		NA
724						Speed Calling		30.50%	30.50%		NA
725						Three Way Calling		30.50%	30.50%		NA
726											
727				2	ISDN						
728						Digiline		19.50%	19.50%		NA
729											
730				2	OTHER						
731						Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%		NA
732						Conference Telephone Service		19.50%	19.50%		NA
733						Customer Alerting Enablement		19.50%	19.50%		NA
734						Grandfathered Services		19.50%	19.50%		NA
735						Hot Line		19.50%	19.50%		NA
736						Improved Data Transmission		19.50%	19.50%		NA
737						Intercept Services		19.50%	19.50%		NA
738						Local Operator Assistance Service		19.50%	19.50%		NA
739						Promotions (Greater than 90 days)		19.50%	19.50%		NA
740						Preferred Number Service		19.50%	19.50%		NA
741						Second Line Control		19.50%	19.50%		NA
742						Selective Call Acceptance		19.50%	19.50%		NA
743						TouchTone		19.50%	19.50%		NA
744						Voice Dial		19.50%	19.50%		NA
745						Warm Line		19.50%	19.50%		NA
746				1	OTHER (Resale) DIRECTORY ASSISTANCE SERVICES						
747				2		Nationwide Listing Services (NLS)		19.50%	19.50%		NA
748											
749											
750				2	TOLL						
751						900 Call Restriction		17.00%	17.00%		NA
752						Home 800sm		17.00%	17.00%		NA
753						IntraLATA MTS		17.00%	17.00%		NA
754											
755				2	OPTIONAL TOLL CALLING PLANS						
756						1+ SAVERsm		17.00%	17.00%		NA
757						1+Saver Direct		17.00%	17.00%		NA
758						Optional Community Calling Service		17.00%	17.00%		NA
759											
760						900 Call Restriction		19.50%	19.50%		NA
761						Access Services		0.00%	0.00%		NA
762						Additional Directory Listings		19.50%	19.50%		NA
763						Bill Plus		5.00%	5.00%		NA
764						Company Initiated Suspension Service		0.00%	0.00%		NA
765						Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%		NA
766						Consolidated Billing		5.00%	5.00%		NA

UNE AEON:
RESALE AEON:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC KANSAS
July 22, 2004

APPENDIX PRICING
SBC KS METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
767							Construction Charges		0.00%	0.00%		NA
768							Customer Initiated Suspension Service		0.00%	0.00%		NA
769							Exchange Connection Service		0.00%	0.00%		NA
770							Information Delivery Service		0.00%	0.00%		NA
771							Intellinumber		19.50%	19.50%		NA
772							Intra-ATA Internet Access Plan		0.00%	0.00%		NA
773							Maintenance of Service Charges		0.00%	0.00%		NA
774							Prepaid Calling Cards		17.00%	17.00%		NA
775							Shared Tenant Service		0.00%	0.00%		NA
776							Shared Use Service		0.00%	0.00%		NA
777							Telecommunications Service Priority Systems		0.00%	0.00%		NA
778							TeleKansas		0.00%	0.00%		NA
779							Toll Billing Exception (Billed Number Screen)		19.50%	19.50%		NA
780							Toll Restriction		19.50%	19.50%		NA
781							Wireless Carrier Interconnection Services		0.00%	0.00%		NA
782												
783					2	Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA		NA
784												
785					2	Conversion Charges below based upon Docket 97-SCCC-149-GIT						
786							Simple conversion charge per billable number- manual		NA \$	12.35		NA
787							Simple conversion charge per billable number- electronic		NA \$	2.35		NA
788							Complex conversion charge per billable number- manual		NA \$	12.35		NA
789							Complex conversion charge per billable number- electronic		\$	2.35		NA
790												
791					2	OS/DA						
792					3	Branding - Resellers						
793							- Initial Load	NRBDG	NA \$	1,800.00		NA
794							- Subsequent Load	NRBDG	NA \$	1,800.00		NA
795							- Per Call	ZZUCB	\$ 0.0250	NA		NA
796					3	External Rater - Resellers						
797							- Initial Load	NRBDL	NA \$	2,200.00		NA
798							- Subsequent Load	NRBDM	NA \$	1,000.00		NA
799												
800												
801												

APPENDIX WP

EXHIBIT 1

SBC KANSAS

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$1,905.11	
Lawrence			\$1,905.11	
Topeka			\$1,905.11	
Wichita			\$1,905.11	
Abilene			\$115.58	
Arkansas City			\$115.58	
Atchison			\$115.58	
Dodge City			\$115.58	
Butler/Greenwood			\$115.58	
Emporia			\$115.58	
Fort Scott			\$115.58	
Garden City			\$115.58	
Great Bend			\$115.58	
Hays			\$115.58	
Hutchinson			\$115.58	
Leavenworth			\$115.58	
Liberal			\$115.58	
Manhattan			\$115.58	
McPherson			\$115.58	
Newton			\$115.58	
Ottawa			\$115.58	
Salina			\$115.58	
Wellington			\$115.58	
Beloit			\$90.80	
Cheney			\$90.80	
Clay Center			\$90.80	
Colby			\$90.80	
Concordia			\$90.80	
Ellsworth			\$90.80	
Herington			\$90.80	
Marysville			\$90.80	
Norton			\$90.80	
South Central KS			\$90.80	
Southeast KS			\$90.80	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (MICHIGAN)

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APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MICHIGAN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC MICHIGAN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 **SBC MICHIGAN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MICHIGAN** may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MICHIGAN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MICHIGAN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MICHIGAN**'s current generic contract rate for the Product or Service set forth in **SBC MICHIGAN**'s applicable state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MICHIGAN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 **SBC MICHIGAN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MICHIGAN** for that Product or Service and incorporated into **SBC MICHIGAN**'s current state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MICHIGAN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MICHIGAN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MICHIGAN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 **SBC MICHIGAN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 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.
- 2.2 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 MICHIGAN 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 MICHIGAN 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 may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MICHIGAN network, without any changes to SBC MICHIGAN'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 applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others 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 MICHIGAN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful 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. **BILLING**

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

MICHIGAN BELL
TELEPHONE COMPANY d/b/a SBC MICHIGAN
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
	<u>NETWORK ELEMENTS</u>			
	<u>Loops</u>			
	<u>Loops</u>			
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$ 14.20	See NRC prices below
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$ 10.77	See NRC prices below
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$ 9.13	See NRC prices below
4	Conditioning for dB Loss			
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$ 14.47	See NRC prices below
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$ 11.05	See NRC prices below
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$ 9.26	See NRC prices below
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$ 14.47	See NRC prices below
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$ 11.05	See NRC prices below
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$ 9.26	See NRC prices below
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$ 14.72	See NRC prices below
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$ 11.32	See NRC prices below
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$ 9.45	See NRC prices below
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$ 15.88	See NRC prices below
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$ 12.57	See NRC prices below
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$ 10.35	See NRC prices below
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$ 33.16	See NRC prices below
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$ 26.66	See NRC prices below
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$ 21.83	See NRC prices below
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$ 19.93	See NRC prices below
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$ 16.22	See NRC prices below
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$ 12.66	See NRC prices below
23	DS1 Loop - Rural (Zone C)	4U1C1-C5	\$ 51.71	See NRC prices below
24	DS1 Loop - Suburban (Zone B)	4U1B1-B3	\$ 44.01	See NRC prices below
25	DS1 Loop - Metro (Zone A)	4U1AA	\$ 40.65	See NRC prices below
26	DS3 Loop - Rural (Zone C)	U4D3C	\$ 479.37	See NRC prices below
27	DS3 Loop - Suburban (Zone B)	U4D3B	\$ 379.38	See NRC prices below
28	DS3 Loop - Metro (Zone A)	U4D3A	\$ 321.94	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 C- Rural	2SLA3	\$ 17.02	TBD N/A
33	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.42	TBD N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 9.51	TBD N/A
35				
36	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.02	TBD N/A
37	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.42	TBD N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 9.51	TBD N/A
39				
40	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.02	See NRC prices below
41	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.42	See NRC prices below
42	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 9.51	See NRC prices below
43				
44	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.02	TBD N/A
45	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.42	TBD N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 9.51	TBD N/A
47				
48	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.02	See NRC prices below
49	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.42	See NRC prices below
50	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 9.51	See NRC prices below
51				
52	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.02	TBD N/A
53	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.42	TBD N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 9.51	TBD N/A
55	4-Wire xDSL Loop			
56	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 32.35	See NRC prices below
57	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.96	See NRC prices below
58	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 17.51	See NRC prices below
59	<u>IDSL Capable Loop</u>			
60	IDSL Loop Access Area C - Rural	UY5FC	\$ 19.93	See NRC prices below
61	IDSL Loop Access Area B - Suburban	UY5FB	\$ 16.22	See NRC prices below
62	IDSL Loop Access Area A - Metro	UY5FA	\$ 12.66	See NRC prices below
63				
64	<u>Loop Non-Recurring Charges</u>			
65	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A	\$ 3.62 N/A
66	Service Order- Disconnect	NR9OE	N/A	\$ 1.77 N/A
67	Service Order- Subsequent	REAH9	N/A	\$ 3.46 N/A
68	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A	\$ 20.43 N/A
69	Loop Disconnect	NR9OG	N/A	\$ 6.71 N/A
70	Loop - Record Work Only	NR9UP	N/A	\$ 2.13 N/A
71	Loop Connection - Add/Change	REAH5	N/A	\$ 20.43 N/A
72	<u>DS0 - Service Non-Recurring</u>			
73	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A	\$ 0.00 N/A
74	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A	\$ 74.94 N/A
75	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A	\$ 239.23 N/A
76	Administration Charge, per order - Disconnect	NR9OJ	N/A	\$ 0.00 N/A
77	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A	\$ 56.56 N/A
78	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A	\$ 82.32 N/A
79	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	PENDING		\$ 0.36
80	Design Layout Report Date /7/	NR95O	N/A	\$ 0.00 N/A
81	Records Issue Date /7/	NR95P	N/A	\$ 0.00 N/A
82	Designed, Verified, and Assigned Date /7/	NR95Q	N/A	\$ 7.76 N/A
83	Plant Test Date /7/	NR95R	N/A	\$ 52.27 N/A
84	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		
85	Design Layout Report Date /7/	NR95S	N/A	\$ 0.00 N/A
86	Records Issue Date /7/	NR95T	N/A	\$ 0.00 N/A
87	Designed, Verified, and Assigned Date /7/	NR95U	N/A	\$ 0.00 N/A
88	Plant Test Date /7/	NR95V	N/A	\$ 0.00 N/A
89	Due Date Change Charge, per Order, per Occasion			
90	Analog Loop /7/	NR955	N/A	\$ 3.62 N/A
91	DS0 Loop /7/	NR956	N/A	\$ 0.26 N/A
92				

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

MICHIGAN BELL
TELEPHONE COMPANY d/b/a SBC MICHIGAN
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
93	DS1 - Service Non-Recurring Charges			
94	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90R		\$ 3.54
95	Provisioning Charge, per circuit, Install	PENDING		\$ 63.95
96	Administration Charge, per order - Disconnect	NR90T		\$ 2.13
97	Provisioning Charge, per circuit, Disconnect	PENDING		\$ 41.42
98	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		\$ 2.38
99	Digital DS1 Loops - Design Layout Report Date	NR95W		\$ 15.04
100	Digital DS1 Loops - Record Issue Date	NR95X		\$ 15.04
101	Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y		\$ 45.33
102	Digital DS1 Loops - Plant Test Date	NR95Z		\$ 65.75
103	DS3 - Service Non-Recurring Charges			
104	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90Y		\$ 3.54
105	Provisioning Charge, per circuit, Install	PENDING		\$ 91.29
106	Administration Charge, per order - Disconnect	NR90Z		\$ 2.13
107	Provisioning Charge, per circuit, Disconnect	PENDING		\$ 31.48
108	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		\$ 2.38
109	Digital DS3 Loops - Design Layout Report Date	NR951		\$ 16.05
110	Digital DS3 Loops - Record Issue Date	NR952		\$ 16.05
111	Digital DS3 Loops - Designed, Verified & Assigned Date	NR953		\$ 43.27
112	Digital DS3 Loops - Plant Test Date	NR954		\$ 66.14
113	Service Coordination Fee, per central office /4/	UFE	\$ 5.39	N/A N/A
114				
115	LST			
116	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 151.21
117	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 133.44
118				
119	Loop Qualification Process			
120	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00 N/A
121	Loop Qualification Process - Manual	NRBXU	N/A	\$0.00 N/A
122				
123	DSL Conditioning			
124	DSL Conditioning Options - >12KFT and < 17.5KFT			
125	Removal of Repeater Options	NRBXV	N/A	\$0.00 N/A
126	Removal Bridged Tap Option	NRBXW	N/A	\$0.00 N/A
127	Removal of Load Coil	NRBXZ	N/A	\$0.00 N/A
128	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT			
129	Removal of Repeater Options	NRBNL	N/A	\$0.00 N/A
130	Removal Bridged Tap Option	NRBNK	N/A	\$0.00 N/A
131	Removal of Load Coil	NRBNJ	N/A	\$0.00 N/A
132	Remove All or NON-Excessive Bridged Tap (RABT) - MMP			
133	Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRMRJ		\$ 552.22
134	Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP		\$ 936.67
135	Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	NRMRS		\$ 552.22
136	Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NMRM		\$ 552.22
137				
138				
139				
140	SUB-LOOPS			
141	ECS to SAI sub-loop			
142	2 Wire Analog - area A	PENDING	\$ 1.10	See NRC prices below
143	2 Wire Analog - area B	PENDING	\$ 1.04	See NRC prices below
144	2 Wire Analog - area C	PENDING	\$ 1.10	See NRC prices below
145	4 Wire Analog - area A	PENDING	\$ 2.11	See NRC prices below
146	4 Wire Analog - area B	PENDING	\$ 2.00	See NRC prices below
147	4 Wire Analog - area C	PENDING	\$ 2.11	See NRC prices below
148	2 Wire DSL - area A	PENDING	\$ 1.07	See NRC prices below
149	2 Wire DSL - area B	PENDING	\$ 0.99	See NRC prices below
150	2 Wire DSL - area C	PENDING	\$ 1.04	See NRC prices below
151	4 Wire DSL - area A	PENDING	\$ 2.12	See NRC prices below
152	4 Wire DSL - area B	PENDING	\$ 1.96	See NRC prices below
153	4 Wire DSL - area C	PENDING	\$ 2.05	See NRC prices below
154	ECS to Terminal sub-loop			
155	2 Wire Analog - area A	PENDING	\$ 3.50	See NRC prices below
156	2 Wire Analog - area B	PENDING	\$ 4.14	See NRC prices below
157	2 Wire Analog - area C	PENDING	\$ 7.17	See NRC prices below
158	4 Wire Analog - area A	PENDING	\$ 6.33	See NRC prices below
159	4 Wire Analog - area B	PENDING	\$ 7.50	See NRC prices below
160	4 Wire Analog - area C	PENDING	\$ 13.39	See NRC prices below
161	2 Wire DSL - area A	PENDING	\$ 3.55	See NRC prices below
162	2 Wire DSL - area B	PENDING	\$ 4.21	See NRC prices below
163	2 Wire DSL - area C	PENDING	\$ 6.96	See NRC prices below
164	4 Wire DSL - area A	PENDING	\$ 6.82	See NRC prices below
165	4 Wire DSL - area B	PENDING	\$ 8.06	See NRC prices below
166	4 Wire DSL - area C	PENDING	\$ 13.69	See NRC prices below
167	ECS to NID sub-loop			
168	2 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
169	2 Wire Analog - area B	PENDING	\$ 5.95	See NRC prices below
170	2 Wire Analog - area C	PENDING	\$ 9.21	See NRC prices below
171	4 Wire Analog - area A	PENDING	\$ 7.97	See NRC prices below
172	4 Wire Analog - area B	PENDING	\$ 9.12	See NRC prices below
173	4 Wire Analog - area C	PENDING	\$ 15.47	See NRC prices below
174	2 Wire DSL - area A	PENDING	\$ 5.27	See NRC prices below
175	2 Wire DSL - area B	PENDING	\$ 6.07	See NRC prices below
176	2 Wire DSL - area C	PENDING	\$ 8.95	See NRC prices below
177	4 Wire DSL - area A	PENDING	\$ 8.65	See NRC prices below
178	4 Wire DSL - area B	PENDING	\$ 9.86	See NRC prices below
179	4 Wire DSL - area C	PENDING	\$ 15.84	See NRC prices below
180	SAI to Terminal sub-loop			
181	2 Wire Analog - area A	PENDING	\$ 2.90	See NRC prices below
182	2 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below
183	2 Wire Analog - area C	PENDING	\$ 6.55	See NRC prices below
184	4 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
185	4 Wire Analog - area B	PENDING	\$ 6.36	See NRC prices below
186	4 Wire Analog - area C	PENDING	\$ 12.19	See NRC prices below
187	2 Wire DSL - area A	PENDING	\$ 2.95	See NRC prices below

TBD - To be determined
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MICHIGAN BELL
TELEPHONE COMPANY d/b/a SBC MICHIGAN
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
				Monthly		Initial	Additional
188		2 Wire DSL - area B	PENDING	\$ 3.61			See NRC prices below
189		2 Wire DSL - area C	PENDING	\$ 6.34			See NRC prices below
190		4 Wire DSL - area A	PENDING	\$ 5.66			See NRC prices below
191		4 Wire DSL - area B	PENDING	\$ 6.92			See NRC prices below
192		4 Wire DSL - area C	PENDING	\$ 12.49			See NRC prices below
193		SAI to NID sub-loop					
194		2 Wire Analog - area A	PENDING	\$ 4.57			See NRC prices below
195		2 Wire Analog - area B	PENDING	\$ 5.35			See NRC prices below
196		2 Wire Analog - area C	PENDING	\$ 8.59			See NRC prices below
197		4 Wire Analog - area A	PENDING	\$ 6.81			See NRC prices below
198		4 Wire Analog - area B	PENDING	\$ 7.98			See NRC prices below
199		4 Wire Analog - area C	PENDING	\$ 14.27			See NRC prices below
200		2 Wire DSL - area A	PENDING	\$ 4.67			See NRC prices below
201		2 Wire DSL - area B	PENDING	\$ 5.48			See NRC prices below
202		2 Wire DSL - area C	PENDING	\$ 8.33			See NRC prices below
203		4 Wire DSL - area A	PENDING	\$ 7.49			See NRC prices below
204		4 Wire DSL - area B	PENDING	\$ 8.72			See NRC prices below
205		4 Wire DSL - area C	PENDING	\$ 14.64			See NRC prices below
206		Terminal to NID sub-loop					
207		2 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
208		2 Wire Analog - area B	PENDING	\$ 2.28			See NRC prices below
209		2 Wire Analog - area C	PENDING	\$ 2.56			See NRC prices below
210		4 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
211		4 Wire Analog - area B	PENDING	\$ 2.07			See NRC prices below
212		4 Wire Analog - area C	PENDING	\$ 2.69			See NRC prices below
213		2 Wire DSL - area A	PENDING	\$ 2.20			See NRC prices below
214		2 Wire DSL - area B	PENDING	\$ 2.36			See NRC prices below
215		2 Wire DSL - area C	PENDING	\$ 2.50			See NRC prices below
216		4 Wire DSL - area A	PENDING	\$ 2.37			See NRC prices below
217		4 Wire DSL - area B	PENDING	\$ 2.29			See NRC prices below
218		4 Wire DSL - area C	PENDING	\$ 2.78			See NRC prices below
219		NID sub-loop element					
220		2 Wire Analog - area A	PENDING	\$ 0.16			See NRC prices below
221		2 Wire Analog - area B	PENDING	\$ 0.15			See NRC prices below
222		2 Wire Analog - area C	PENDING	\$ 0.15			See NRC prices below
223		4 Wire Analog - area A	PENDING	\$ 0.33			See NRC prices below
224		4 Wire Analog - area B	PENDING	\$ 0.31			See NRC prices below
225		4 Wire Analog - area C	PENDING	\$ 0.32			See NRC prices below
226		2 Wire DSL - area A	PENDING	\$ 0.16			See NRC prices below
227		2 Wire DSL - area B	PENDING	\$ 0.15			See NRC prices below
228		2 Wire DSL - area C	PENDING	\$ 0.15			See NRC prices below
229		4 Wire DSL - area A	PENDING	\$ 0.33			See NRC prices below
230		4 Wire DSL - area B	PENDING	\$ 0.31			See NRC prices below
231		4 Wire DSL - area C	PENDING	\$ 0.32			See NRC prices below
232		2 Wire ISDN Compatible - area A	PENDING	\$ 0.16			See NRC prices below
233		2 Wire ISDN Compatible - area B	PENDING	\$ 0.15			See NRC prices below
234		2 Wire ISDN Compatible - area C	PENDING	\$ 0.15			See NRC prices below
235		4Wire DS1 Compatible - area A	PENDING	TBD			See NRC prices below
236		4Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
237		4Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
238		Sub-Loop Non-Recurring Charges					
239		Analog Sub-Loop					
240		Service Ordering Charges					
241		Installation, per occasion per location	PENDING	NA		\$ 3.62	NA
242		Disconnect, per occasion per location	PENDING	NA		\$ 2.13	NA
243		Subsequent, per occasion	PENDING	NA		\$ 3.02	NA
244		Record Work, per occasion	PENDING	NA		\$ 1.86	NA
245		Add or Change, per occasion	PENDING	NA		\$ 3.54	NA
246		Sub-Loop Connection Charge, per termination	PENDING	NA		\$ 17.82	NA
247		Sub-Loop Disconnection Charge, per termination	PENDING	NA		\$ 5.85	NA
248							
249		Sub Loop Provisioning Connect					
250		2-Wire Analog	PENDING			\$ 20.20	NA
251		4-Wire Analog	PENDING			\$ 20.20	NA
252		2-Wire DSL	PENDING			\$ 20.20	NA
253		4-Wire DSL	PENDING			\$ 20.20	NA
254		2-Wire ISDL	PENDING			\$ 20.20	NA
255		4-Wire DS1	PENDING			\$ 146.76	NA
256		Sub Loop Provisioning Disconnect					
257		2-Wire Analog	PENDING			\$ 6.71	NA
258		4-Wire Analog	PENDING			\$ 6.71	NA
259		2-Wire DSL	PENDING			\$ 6.71	NA
260		4-Wire DSL	PENDING			\$ 6.71	NA
261		2-Wire ISDL	PENDING			\$ 6.71	NA
262		4-Wire DS1	PENDING			\$ 52.02	NA
263		Sub Loop Conditioning					
264		For Sub Loop Facilities > 12Kft. And < 17.5Kft.					
265		Remove Load Coils	PENDING			\$0.00	NA
266		Remove Bridged Tap	PENDING			\$0.00	NA
267		Remove Repeater	PENDING			\$0.00	NA
268		For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.					
269		Remove Load Coils	PENDING			\$0.00	NA
270		Remove Bridged Tap	PENDING			\$0.00	NA
271		Remove Repeater	PENDING			\$0.00	NA
272							
273		Cross Connects					
274		2-Wire /4/	CXCT2	\$ 0.13		NA	NA
275		4-Wire	CXCT4	\$ 0.27		NA	NA
276		DS1/LT1	CXCDX	\$ 16.46		NA	NA
277		DS3/LT3	CXCEX	NA		NA	NA
278		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 27.86		NA	NA
279							
280		DS1 Interoffice Mileage Per Point of Termination					
281		Zone 1	CZ4X1	\$ 12.39			
282		Zone 2	CZ4X2	\$ 12.28			

TBD - To be determined
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NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
283	Zone 3	CZ4X3	\$ 13.17	
284	Interzone	CZ4X4	\$ 13.36	
285	DS1 Interoffice Milage Per Mile			
286	Zone 1	1YZX1	\$ 0.69	
287	Zone 2	1YZX2	\$ 0.77	
288	Zone 3	1YZX3	\$ 0.50	
289	Interzone	1YZX4	\$ 0.20	
290	DS1 Clear Channel Capability - Per DS1 Circuit Arranged			
291	All Zones Connect	CLYX1-X3		\$ 75.28
292	All Zones Disconnect	Pending		\$ 6.65
293				
294	DS1 Interoffice NRC (Connect + Disconnect)			
295	Connect Zone 1	Pending		\$ 57.80
296	Connect Zone 2	Pending		\$ 57.80
297	Connect Zone 3	Pending		\$ 57.80
298	Disconnect Zone 1	Pending		\$ 22.70
299	Disconnect Zone 2	Pending		\$ 22.70
300	Disconnect Zone 3	Pending		\$ 22.70
301				
302	DS1 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14
303	Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13
304				
305	DS3 Interoffice Milage Termination - Per Point of Termination			
306	Zone 1	CZ4W1	\$ 129.82	
307	Zone 2	CZ4W2	\$ 114.98	
308	Zone 3	CZ4W3	\$ 110.02	
309	Interzone	CZ4W4	\$ 121.50	
310	DS3 Interoffice Mileage - Per Mile			
311	Zone 1	1YZB1	\$ 6.20	
312	Zone 2	1YZB2	\$ 3.84	
313	Zone 3	1YZB3	\$ 9.52	
314	Interzone	1YZB4	\$ 3.73	
315				
316	DS3 Interoffice NRC (Connect + Disconnect)			
317	Connect Zone 1	Pending		\$ 74.59
318	Connect Zone 2	Pending		\$ 74.59
319	Connect Zone 3	Pending		\$ 74.59
320	Disconnect Zone 1	Pending		\$ 22.70
321	Disconnect Zone 2	Pending		\$ 22.70
322	Disconnect Zone 3	Pending		\$ 22.70
323				
324	DS3 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14
325	Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13
326				
327	Multiplexing			
328	DS1 to Voice Grade All Zones, Per Arrangement	QMVX1-X3	\$ 280.24	NA NA
329	DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	NA NA
330				
331	Dedicated Transport Cross Connects			
332	DS1	CXCDX	\$ 0.54	NA NA
333	DS3	CXCEX	\$ 16.46	NA NA
334	Cancellation or Change Service Charge, per Last Critical Date Reached			
335	DS1			
336	Service Order Portion to be applied to each critical date below	Pending		\$ 2.07
337	Design Lay Out Report Date	NR95W		\$ 21.09
338	Records Issue Date	NR95X		\$ 21.09
339	Designed Verified and Assigned Date	NR95Y		\$ 31.63
340	Plant Test Date	NR95Z		\$ 59.16
341	DS3 Service Order Portion to be applied to each critical date below	Pending	NA	\$ 2.07 NA
342	Design Lay Out Report Date	NR95S	NA	\$ 20.38 NA
343	Records Issue Date	NR95T	NA	\$ 20.97 NA
344	Designed Verified and Assigned Date	NR95U	NA	\$ 53.61 NA
345	Plant Test Date	NR95V	NA	\$ 76.53 NA
346				
347	Due Date Change Charge Per Order or Occasion			
348	DS1	Pending		\$ 0.43
349	DS3	Pending		\$ 0.43
350				
351				
352				
353	Dark Fiber			
354	Dark Fiber Interoffice			
355	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34	NA NA
356	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	#####	NA NA
357	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11	NA NA
358	Inquiry (Per Request)			
359	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$ 338.03 NA
360	Interoffice inquiry (Service Order) Charge, per request			\$ 2.33
361	FIRM ORDER (Per Fiber Strand)			
362	Installation			
363	Administrative per Order	NRB51	NA	\$ 14.35 NA
364	Dark Fiber Interoffice Transport - NRC	NRB54	NA	\$ 466.62 NA
365	Disconnect			
366	Administrative per Order	NR9H2	NA	\$ 14.12 NA
367	Dark Fiber Interoffice Transport - NRC	NR9H5	NA	\$ 137.30 NA
368				
369	Routine Modifications			
370	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB NA
371				
372	LNP			
373	Local Number Portability /9/	NSR	\$0.00	N/A
374	Maintenance of Service Charge	VRP	NA	\$ 71.00
375				
376				

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
377	OTHER			
378	Directory Assistance			
379				
380	Facility- Based DA			
381	Directory Assistance, per occurrence	OPEN	\$ 0.248852	NA NA
382	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.004099	NA NA
383	Directory Assistance/National Directory Assistance, per occurrence/Reverse D	OPEN	\$ 0.35	NA NA
384	Branding - Other - Initial/Subsequent Load	OPEN		
385	- per call	OPEN	\$ 0.003090	
386	Branding - Facility Based - Initial/Subsequent Load			\$ 1,098.67 \$ 143.75
387	- Branding, per trunk group	OPEN	NA	\$ 800.00
388	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
389	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
390				
391	DA Listing License			
392	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
393	- per listing for initial load	OPEN	NA	\$ 0.040 NA
394	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
395	Option #2 Full File (all states inclusive) Billable Release			
396	- per listing for initial load	OPEN	NA	\$ 0.020 NA
397	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
398	- per usage/query	OPEN	NA	\$ 0.020 NA
399	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
400	- per listing for initial load	OPEN	NA	\$ 0.050 NA
401	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
402	Option #4 Pick & Choose (by state) Billable Release			
403	- per listing for initial load	OPEN	NA	\$ 0.020 NA
404	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
405	- per usage/query	OPEN	NA	\$ 0.020 NA
406				
407	Operator Services			
408	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.017312	NA NA
409	Operator Assisted Call Processing, per work second	OPEN	\$ 0.276712	NA NA
410	Branding - Other - Initial/Subsequent Load	OPEN		1,098.67 143.75
411	- per call	OPEN	\$ 0.003090	
412	Branding - Facility Based - Initial/Subsequent Load			
413	- Branding, per trunk group	OPEN	NA	\$ 800.00 NA
414	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
415	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA	\$ 1,000.00 NA
416				
417	Ancillary Message Compensation (per message)	OPEN	0.03	N/A N/A
418				
419	Structure Access - Poles & Ducts		Annually	
420	Per Pole attachment*	OPEN	\$ 1.48	
421	Per Foot of innerduct	OPEN	\$ 0.08	
422	Application fee	OPEN		\$ 200.00
423	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
424	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
425				
426	Emergency Number Service Access			
427	911 Selective Router Interconnection			
428	-Each DSO installed			
429	-Analog Channel Interface	EV69X	\$ 19.81	\$ 496.18
430	ANI/ALI/SR and Database Management			
431	- Per 100 records, rounded up to nearest 100	9589X	\$ 3.93	\$0.00
432	911 Selective Router Switch Administration			
433	-Per Selective Router			
434				
435	INTERCARRIER COMPENSATION			
436				
437	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MC	USAGE	\$ 0.0007	
438				
439				
440	RESALE		RESALE DISCOUNTS	
441	BUSINESS		RECURRING	NON-RECURRING
442	LOCAL EXCHANGE SERVICE			
443	Business 1 Party	RESALE	16.62%	16.62%
444	Business - Measured	RESALE	16.62%	16.62%
445	Customer Operated Pay Telephone (COPT)	RESALE	16.62%	16.62%
446				
447	EXPANDED LOCAL CALLING			
448	Interzone	RESALE	16.62%	16.62%
449				
450	VERTICAL SERVICES			
451	Anonymous Call Rejection	RESALE	16.62%	16.62%
452	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
453	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
454	Call Blocker	RESALE	16.62%	16.62%
455	Call Forwarding	RESALE	16.62%	16.62%
456	Call Forwarding - Busy Line	RESALE	16.62%	16.62%
457	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
458	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
459	Automatic CallBack (Call Return)	RESALE	16.62%	16.62%
460	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
461	Call Trace	RESALE	16.62%	16.62%
462	Call Waiting	RESALE	16.62%	16.62%
463	Caller ID With Name (Calling Name)	RESALE	16.62%	16.62%
464	Caller ID (Calling Number)	RESALE	16.62%	16.62%
465	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%
466	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%	16.62%
467	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%	0%
468	Selective Call Forwarding	RESALE	0%	0%
469	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%
470	Remote Call Forwarding-Per Feature	RESALE	16.62%	16.62%

MICHIGAN BELL
TELEPHONE COMPANY d/b/a SBC MICHIGAN
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
		Monthly	Initial	Additional
471	RCF, Interstate, Interexchange	RESALE 16.62%	16.62%	
472	RCF, Intrastate	RESALE 16.62%	16.62%	
473	RCF, Interstate, International	RESALE 16.62%	16.62%	
474	RCF, Intrastate, Interexchange	RESALE 16.62%	16.62%	
475	RCF to 800	RESALE 16.62%	16.62%	
476	RCF Additional	RESALE 16.62%	16.62%	
477	Speed Calling 8	RESALE 16.62%	16.62%	
478	Speed Calling 30	RESALE 16.62%	16.62%	
479	Three Way Calling	RESALE 16.62%	16.62%	
480	Call Screening	RESALE 16.62%	16.62%	
481	Busy Line Transfer	RESALE 16.62%	16.62%	
482	Alternate Answer	RESALE 16.62%	16.62%	
483	Message Waiting - Tone	RESALE 16.62%	16.62%	
484	Easy Call	RESALE 16.62%	16.62%	
485	Prime Number Service	RESALE 16.62%	16.62%	
486	SBC Michigan Privacy Manager	RESALE 16.62%	16.62%	
487	Name and Number Delivery Service	RESALE 16.62%	16.62%	
488				
489	DID			
490	DID	RESALE 16.62%	16.62%	
491				
492	TRUNKS			
493	Trunk	RESALE 16.62%	16.62%	
494				
495	AIN			
496	Area Wide Networking	RESALE 16.62%	16.62%	
497	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE 16.62%	16.62%	
498	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE 16.62%	16.62%	
499				
500	OTHER			
501	Grandfathered Services	RESALE 0.00%	0.00%	
502	Promotions (Greater than 90 days)	RESALE 16.62%	16.62%	
503	TouchTone (Business)	RESALE 16.62%	16.62%	
504	TouchTone (Trunk)	RESALE 16.62%	16.62%	
505	900/976 Call Blocking (900/976 Call Restriction)	RESALE 0%	0%	
506	976 (976 Information Delivery Service)	RESALE 0%	0%	
507	Access Services (See Access Tariff)	RESALE 0%	0%	
508	Additional Directory Listings	RESALE 16.62%	16.62%	
509	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE 0%	0%	
510	Connection Services	RESALE 16.62%	16.62%	
511	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE 0%	0%	
512	Shared Tenant Service	RESALE 0%	0%	
513				
514	Data Services			
515	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE 16.62%	16.62%	
516	PBX Trunks	RESALE 16.62%	16.62%	
517	Mult-Service Optical Network (MON)	RESALE 16.62%	16.62%	
518	OCn-PTP	RESALE 16.62%	16.62%	
519	ADTS-E	RESALE 16.62%	16.62%	
520	DS0	RESALE 16.62%	16.62%	
521	DS1	RESALE 16.62%	16.62%	
522	DS3	RESALE 16.62%	16.62%	
523				
524	ISDN			
525	ISDN	RESALE 16.62%	16.62%	
526				
527	DIRECTORY ASSISTANCE SERVICES			
528	Directory Assistance Services	RESALE 16.62%	20.29%	
529	Local Operator Assistance Service	RESALE 16.62%	16.62%	
530				
531	TOLL			
532	TOLL	RESALE 16.62%	16.62%	
533				
534	OPTIONAL TOLL CALLING PLANS			
535	Optional Toll Calling Plans	RESALE 16.62%	16.62%	
536				
537	CENTREX (PLEXAR)			
538	SBC Michigan Centrex Service ACS	RESALE 16.62%	16.62%	
539	SBC Michigan Centrex Network Manager	RESALE 0%	0%	
540				
541	PRIVATE LINE			
542	Analog Private Lines	RESALE 16.62%	16.62%	
543	Private Line Channel Services	RESALE 16.62%	16.62%	
544				
545	RESIDENCE	RESALE DISCOUNTS		
546	LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
547	Life Line	RESALE 0%	0%	
548	Residence 1 Party	RESALE 16.62%	16.62%	
549	Residence Measured	RESALE 16.62%	16.62%	
550				
551	EXPANDED LOCAL CALLING			
552	Interzone	RESALE 16.62%	16.62%	
553				
554	VERTICAL SERVICES			
555	Anonymous Call Rejection	RESALE 16.62%	16.62%	
556	Repeat Dialing (Auto Redial)	RESALE 16.62%	16.62%	
557	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE 16.62%	16.62%	
558	Call Blocker	RESALE 16.62%	16.62%	
559	Call Forwarding	RESALE 16.62%	16.62%	
560	Call Forwarding - Busy Line	RESALE 16.62%	16.62%	
561	Call Forwarding - Busy Line/Don't Answer	RESALE 16.62%	16.62%	
562	Call Forwarding - Don't Answer	RESALE 16.62%	16.62%	
563	Automatic Call-Back (Call Return)	RESALE 16.62%	16.62%	
564	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE 16.62%	16.62%	

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

MICHIGAN BELL
TELEPHONE COMPANY d/b/a SBC MICHIGAN
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
				Monthly		Initial	Additional
565	Call Trace		RESALE	16.62%		16.62%	
566	Call Waiting		RESALE	16.62%		16.62%	
567	Caller ID with Name (Calling Name)		RESALE	16.62%		16.62%	
568	Caller ID (Calling Number)		RESALE	16.62%		16.62%	
569	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	16.62%		16.62%	
570	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st depend		RESALE	16.62%		16.62%	
571	Priority Call		RESALE	16.62%		16.62%	
572	Remote Access to Call Forwarding (GF)		RESALE	0%		0%	
573	RCF, Interstate, Interexchange		RESALE	16.62%		16.62%	
574	RCF, Intrastate		RESALE	16.62%		16.62%	
575	RCF, Interstate, International		RESALE	16.62%		16.62%	
576	RCF, Intrastate, Interexchange		RESALE	16.62%		16.62%	
577	RCF to 800		RESALE	16.62%		16.62%	
578	RCF Additional		RESALE	16.62%		16.62%	
579	Selective Call Forwarding		RESALE	16.62%		16.62%	
580	Speed Calling 8		RESALE	16.62%		16.62%	
581	Three Way Calling		RESALE	16.62%		16.62%	
582	Call Screening		RESALE	16.62%		16.62%	
583	Busy Line Transfer		RESALE	16.62%		16.62%	
584	Alternate Answer		RESALE	16.62%		16.62%	
585	Message Waiting - Tone		RESALE	16.62%		16.62%	
586	Easy Call		RESALE	16.62%		16.62%	
587	SBC Michigan Privacy Manager		RESALE	16.62%		16.62%	
588	Name and Number Delivery Service		RESALE	16.62%		16.62%	
589							
590	ISDN						
591	ISDN		RESALE	16.62%		16.62%	
592							
593	Other (Resale)						
594	DIRECTORY ASSISTANCE SERVICES						
595	Directory Assistance Services		RESALE	16.62%		16.62%	
596	Local Operator Assistance Service		RESALE	16.62%		16.62%	
597	Reverse Directory Assistance		RESALE	\$1.25			
598	OS/DA Reseller Branding - Initial Load Subsequent Load		RESALE			\$1,098.67	143.75
599	OS/DA OS/DA Reseller Branding - Per Call		RESALE	\$0.025			
600	OS/DA Reseller Rate Reference - Initial Load		RESALE			\$2,200.00	
601	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load		RESALE			\$1,000.00	
602							
603	OTHER						
604	Grandfathered Services		RESALE	0%		0%	
605	Promotions (Greater than 90 Days)		RESALE	16.62%		16.62%	
606	TouchTone		RESALE	16.62%		16.62%	
607	Home Services Packages		RESALE	16.62%		16.62%	
608	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
609	976 (976 Information Delivery Service)		RESALE	0%		0%	
610	Access Services (See Access Tariff)		RESALE	0%		0%	
611	Additional Directory Listings		RESALE	16.62%		16.62%	
612	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	
613	Connection Services		RESALE	16.62%		16.62%	
614	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
615	Shared Tenant Service		RESALE	0%		0%	
616	Restoral of Service Charge		RESALE			Tariff 20 Part 22 Section 2	
617							
618	TOLL						
619	Toll		RESALE	16.62%		16.62%	
620							
621	Electronic Billing Information Data (daily usage)		RESALE	\$0.00			
622	per message						
623							
624	Line Connection Charge						
625	Residence		RESALE			Tariff 20 Part 22 Section 2	
626	Business		RESALE			Tariff 20 Part 22 Section 2	
627	Service Order/Service Request Charge						
628	Residence		RESALE			Tariff 20 Part 22 Section 2	
629	Business		RESALE			Tariff 20 Part 22 Section 2	
630	Non-Electronic (Manual) Service Order Charge						
631	Residence		RESALE			Tariff 20 Part 22 Section 2	
632	Business		RESALE			Tariff 20 Part 22 Section 2	
633							
634	Notes						
635							
636							
637	/2/	Does not apply to pre-existing UNE-P Currently Combined Installations.					
638	/3/	Only applies to pre-existing UNE-P Migrations.					
639	/4/	Applies only once per UNE-P Combination.					
640	/5/	Does not apply to Special Access to UNE conversions.					
641	/6/	Does not apply to new UNE-P installations.					
642	/7/	Does not apply to new EEL installations.					
643	/8/	Does not apply to pre-existing UNE-P Migrations.					
644	/9/	Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.					
645	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						

APPENDIX PERFORMANCE MEASUREMENTS

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2. RESULTS OF COLLABORATIVE PROCESS 3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 As used herein, **SBC-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **SBC-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC’s agent for connection to SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **SBC-MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC’s Internet website. **SBC-MI** agrees to post the Business Rules on SBC’s Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not

- represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 Any payment by SBC-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

SBC – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the SBC – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity☐

New

☐

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐

Bill Credit

☐

Check

☐Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (314) 957-2595**Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131**

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your SBC Account Manager to obtain the additional forms.

Signed by: _____

Date: _____

Print Name: _____

Title: _____

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (MISSOURI)

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APPENDIX PRICING (MISSOURI)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC MISSOURI** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MISSOURI will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC MISSOURI will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC MISSOURI and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group D exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group B exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group A exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group C exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.9 **SBC MISSOURI**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MISSOURI** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MISSOURI** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MISSOURI**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MISSOURI**'s current generic contract rate for the Product or Service set forth in **SBC MISSOURI**'s applicable state-specific generic pricing schedule as published on **SBC MISSOURI**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MISSOURI** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC MISSOURI**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MISSOURI**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MISSOURI** for that Product or Service and incorporated into **SBC MISSOURI**'s current state-specific generic pricing schedule as published on **SBC MISSOURI**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MISSOURI** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MISSOURI** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MISSOURI** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC MISSOURI**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MISSOURI**'s right to charge and collect payment for such Products and/or Services.

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 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 service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 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 MISSOURI 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 MISSOURI will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 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.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MISSOURI network, without any changes to SBC MISSOURI's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC MISSOURI to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI METROPOLITAN TELECOMMUNICATIONS DB/A NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
NETWORK ELEMENTS								
1		Local Loops		NRBND				
2			** Disconnect Loop from inside wiring, per NID	U21	None	\$ 71.45	\$ 35.70	
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09	
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09	
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09	
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09	
7			** 2-Wire Analog Zone 1 (Urban STL, KC) - UNE-P	RB9	\$ 12.71	NA	NA	
8			** 2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 20.71	NA	NA	
9			** 2-Wire Analog Zone 3 (Rural) - UNE-P	RB9	\$ 33.29	NA	NA	
10			** 2-Wire Analog Zone 4 (Urban Springfield) - UNE-P	RB9	\$ 18.23	NA	NA	
11			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
12			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
13			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
14			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
15			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
16			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
17			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
18			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
19			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
20			** 2-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB8	\$ 25.79	NA	NA	
21			** 2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 42.10	NA	NA	
22			** 2-Wire Digital Zone 3 (Rural) - UNE-P	RB8	\$ 58.44	NA	NA	
23			** 2-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB8	\$ 41.44	NA	NA	
24			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
25			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
26			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
27			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
			4-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB6	\$ 101.18	NA	NA	
			4-Wire Digital Zone 2 (Suburban) - UNE-P	RB6	\$ 106.06	NA	NA	
			4-Wire Digital Zone 3 (Rural) - UNE-P	RB6	\$ 107.89	NA	NA	
			4-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB6	\$ 101.39	NA	NA	
28			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03	
29			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03	
30			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03	
31			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03	
		UNE-P Loop Non Recurring Rate	2W Analog - UNE-P - NRC - all zones 2W Digital - UNE-P - NRC - all zones 4W Digital - UNE-P - NRC - all zones	NRFR1 NRFR3 NRFR4	NA NA NA	\$ 26.07 \$ 57.77 \$ 136.63	\$ 11.09 \$ 30.22 \$ 53.94	
32								
33								
34								
35								
		DSL Capable Loops						
36								
37		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
38			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
39			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
40			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
41			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
42			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
43			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
44			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
45			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
46			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
47			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
48			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
49			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
50			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
51			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	
52			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
53			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	

UNE AECN:
RESALE AECN:
ACNA:

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
54			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$	11.09
55			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$	11.09
56			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$	11.09
57			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$	11.09
58			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$	11.09
59			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$	11.09
60			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$	11.09
61		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$	11.09
62			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$	11.09
63			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$	11.09
64			*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$	11.09
65			* USOCS used for inventory purpose only					
66		DSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$	30.22
67			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$	30.22
68			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$	30.22
69			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44	\$ 55.77	\$	30.22
70		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
71			Loop Qualification Process - Manual	NR98U	N/A	\$ 84.15	N/A	
72			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
73		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 289.51	\$	13.74
74			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$	17.14
75			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$	17.14
76			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$	48.09
77			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTU	None	\$ 626.25	\$	32.62
78			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$	32.62
79			Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$	24.24
80			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$	15.47
81			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$	15.47
82			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$	53.96
83			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$	23.11
84			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$	23.11
85			Removal of Load Coils	NRBXZ	None	\$ 727.20	\$	18.18
86			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$	7.30
87			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$	7.30
88		Removal of All Bridged Tap (RABT) - MMP						
89			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRM RJ	NONE	\$ 338.64	NONE	
90			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	NONE	\$ 876.03	NONE	
91			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops per element incremental	NRM RS	NONE	\$ 338.64	\$	338.64
92			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	NONE	\$ 338.64	\$	338.64
93		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$	\$ 0.80	\$ 19.96	\$ 12.69

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI METROPOLITAN TELECOMMUNICATIONS DBA METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
94			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	
95			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	
96		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none	
97		Loop Cross Connects	LST performed on Sub Loop	URCLB	none	\$ 227.49	none	
98			2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75	
99			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69	
100			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60	
101			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73	
102			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75	
103			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69	
104			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05	
105			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14	
106		Sub-loop Unbundling	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None	
107			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None	
108			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None	
109			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None	
110			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAQ	\$ 6.02	None	None	
111			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None	
112			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None	
113			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None	
114			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None	
115			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None	
116			ECS to NID Subloop Charge 2-Wire-Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None	
117			ECS to NID Subloop Charge 2-Wire-Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None	
118			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAS	\$ 4.73	None	None	
119			SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None	
120			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None	
121			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None	
122			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None	
123			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None	
124			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None	
125			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None	
126			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAU	\$ 8.07	None	None	
127			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None	
128			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None	
129			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None	
130			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None	
131			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None	
132			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None	
133			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None	
134			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LEQ	\$ 12.04	None	None	
135			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None	
136			ECS to Terminal Subloop Charge 4-WireAnalog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None	
137			ECS to Terminal Subloop Charge 4-WireAnalog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None	
138			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None	
139			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None	
140			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None	
141			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None	
142			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LES	\$ 9.46	None	None	
143			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None	
144			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None	

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SCHEDULE OF PRICES
SBC MISSOURI METROPOLITAN TELECOMMUNICATIONS DBA METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
145			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None	
146			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None	
147			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None	
148			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None	
149			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None	
150			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None	
151			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None	
152			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None	
153			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None	
154			ECs to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None	
155			ECs to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None	
156			ECs to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None	
157			ECs to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None	
158			ECs to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None	
159			ECs to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None	
160			ECs to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None	
161			ECs to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None	
162			ECs to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None	
163			ECs to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None	
164			ECs to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None	
165			ECs to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None	
166			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None	
167			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None	
168			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None	
169			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None	
170			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None	
171			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None	
172			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None	
173			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None	
174			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None	
175			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None	
176			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None	
177			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None	
178			ECs to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None	
179			ECs to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None	
180			ECs to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None	
181			ECs to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None	
182			ECs to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None	
183			ECs to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None	
184			ECs to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None	
185			ECs to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None	
186			ECs to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None	
187			ECs to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None	
188			ECs to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None	
189			ECs to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None	
190			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None	
191			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None	
192			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None	
193			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None	
194			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None	
195			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None	
196			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None	
197			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None	
198			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None	
199			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None	
200			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None	
201			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None	

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April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI TELECOMMUNICATIONS DBA NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
202		Subloop Cross	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25	
203			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73	
204			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25	
205			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73	
		(Cross Connects to Point of Access (POA))						
206			2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50	
207			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50	
208			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50	
209			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00	
210			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00	
211			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00	
212			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50	
213			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50	
214			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50	
215			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15	
216			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15	
217			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15	
218			Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A	
219			Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A	
220			Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A	
221			Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
222			Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
223			Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
224		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
225			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05	
226			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05	
227			DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
228			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05	
229			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None	
230			(Suburban)	ULNHS	\$ 8.75	None	None	
231			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None	
232			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None	
233			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None	
234			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
235			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75	
236			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75	
237			DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
238			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75	
239			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None	
240			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None	
241			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None	
242			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None	
243			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None	
		Dedicated Transport Cross Connect						
244			DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05	
245			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50	
246		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90	

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APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI TELECOMMUNICATIONS DB/A NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
247			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15	
248		Dark Fiber	Dark Fiber - Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68	
249			Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None	
250			Dark Fiber - Interoffice per foot Zone 2(Suburban)	ULNCF	\$ 0.004020	None	None	
251			Dark Fiber - Interoffice per foot Zone 3(Rural)	ULNCF	\$ 0.007790	None	None	
252			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None	
253			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04	
254			Dark Fiber - Interoffice Inquiry	NR3D6	None	\$ 580.11	\$ 580.11	
255		Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA	
256		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None	
257			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None	
258		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None	
259			Manual Change - Simple	NRBUO	None	\$ 67.25	None	
260			Manual Record - Simple	NRBUU	None	\$ 41.60	None	
261			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None	
262			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None	
263			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None	
264			Manual Expedited - Simple	NRMV1	None	\$ 69.70	None	
265			Manual Customer Not Ready - Simple	NRMV5	None	\$ 69.70	None	
266			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 69.70	None	
267			Manual New - Complex	NRBUR	None	\$ 285.20	None	
268			Manual Change - Complex	NRBUP	None	\$ 158.55	None	
269			Manual Record - Complex	NRBUX	None	\$ 132.85	None	
270			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None	
271			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None	
272			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None	
273			Manual Expedited - Complex	NRMV2	None	\$ 285.20	None	
274			Manual Customer Not Ready - Complex	NRMV6	None	\$ 285.20	None	
275			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 285.20	None	
276			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
277			Electronic New - Complex	NRBAW	None	\$ 5.00	None	
278			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
279			Electronic Change - Complex	NR9G8	None	\$ 5.00	None	
280			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
281			Electronic Record - Complex	NR9G7	None	\$ 5.00	None	
282			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
283			Electronic Disconnect - Complex	NR9G9	None	\$ 5.00	None	
284			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
285			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
286			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None	
287			Electronic Expedited - Complex	NRMVX	None	\$ 5.00	None	
288			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None	
289			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None	
290			Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 5.00	None	
291			Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 5.00	None	
292			PIC Change Charge	NRBL9	None	\$ 5.00	None	
293		OTHER						
294		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
295			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
296			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
297			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
298			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
299			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
300			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
301			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
302			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None	

UNE AECN:

RESALE AECN:

ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI TELECOMMUNICATIONS DB/A NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
303			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None	
304			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
305			Business Category Search (BCS)	Not Applicable	\$ 0.65	None	None	
306			Reverse Directory Assistance (RDA)	ZZUOB	\$ 0.65	None	None	
307		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO8/ZZUO9				
308			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO1	0.15	None	None	
309			Operator Services - Branding Initial/Subsequent Load	ZZUO2	\$ 0.020	None	None	
310			Operator Services - Branding Per call	NRBDG	None	\$ 1,800.00	None	
311			Operator Services-Rate Reference - Initial	ZZUCB	0.025	None	None	
312			Operator Services - Rate Reference - Subsequent Load	NRBDL	None	\$ 2,200.00	None	
313			Intralata Message Rating - Rate per initial load	NRBDM	None	\$ 1,000.00	None	
314			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 605.23	None	
315		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 605.23	None	
316			Provision of Message Detail a.k.a. 'Daily Usage File (DUF)'	ASBS	None	\$ 10,000.00	None	
317		BCR	Per interstate local message	Not Applicable	\$ \$0.00	None	None	
318			Per local message	Not Applicable	\$ 0.050	None	None	
319		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.08	None	None	
320			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.0030	None	None	
321			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.002	None	None	
322			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
323			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
324		Clearinghouse	Hosting: Per Record Charge For Non-Full Status RAO Company-CH processing charge for service - per originated CH record	Not Applicable	\$ 0.010	None	None	
325			CH billing message - per message	Not Applicable	\$ 0.020	None	None	
326		Maintenance of	Basic Time - per half hour	Not Applicable	\$ 0.050	None	None	
327			Overtime - per half hour	MVV	None	\$ 42.75	\$ 34.20	
328			Premium Time - per half hour	MVV	None	\$ 53.45	\$ 43.35	
329		Time and	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50	
330			Overtime - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20	
331			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35	
332			Poles (\$/attachment/yr.)*		Annual Rates	\$ 64.10	\$ 52.50	
333		Poles and Duct (Structure)			\$ 2.35			
334			Per Foot Conduit Occupancy Fees					
335			Full Duct (\$/ft/yr.)		\$ 0.41			
336			Half Duct (\$/ft/yr)		\$ 0.21			
337								
338			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
339								
340			Contract Administration Fee			\$ 125.00		
341			Administrative Record-Keeping Fee			\$ 125.00		
342								
343								
344								
345			INTERCARRIER COMPENSATION					
346			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
347								
348								
349								
350		**	The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain					

UNE AECN:

RESALE AECN:

ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a **SBC MISSOURI**
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI TELECOMMUNICATIONS DB/A NETTEL

Line	Change/Update	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
351			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE; Schedule of Prices, of this Agreement					
352			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or					
353			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the					
354			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations					
355			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders					
356			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the					
357			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other					
358			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining					
359			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action					
360			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant					
361			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to					
362			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to					
363			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specifies					
364			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule					
365			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri					
366			be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide					
367			such rates, terms and conditions to the Party who originally arbitrated such provision;					
368								
369								
370			BUSINESS		<u>RECURRING</u>	<u>NON-RECURRING</u>		
371			LOCAL EXCHANGE SERVICE					
372			Business 1 Party		19.20%	19.20%	NA	
373			Business - Multi-Line Hunting		19.20%	19.20%	NA	
374			Business Measured		19.20%	19.20%	NA	
375			Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
376								
377			EXPANDED LOCAL CALLING					
378			Mandatory EAS		19.20%	19.20%	NA	
379			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
380								
381			VERTICAL SERVICES					
382			Auto Redial		19.20%	19.20%	NA	
383			Call Blocker		19.20%	19.20%	NA	
384			Call Forwarding		19.20%	19.20%	NA	
385			Call Forwarding - Busy Line		19.20%	19.20%	NA	
386			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
387			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
388			Call Return		19.20%	19.20%	NA	
389			Call Trace		19.20%	19.20%	NA	
390			Call Waiting		19.20%	19.20%	NA	
391			Calling Name		19.20%	19.20%	NA	
392			Calling Number		19.20%	19.20%	NA	
393			ComCall®		19.20%	19.20%	NA	
394			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
395			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
396			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
397			Priority Call		19.20%	19.20%	NA	
398			Remote Access to Call Forwarding		19.20%	19.20%	NA	
399			Selective Call Forwarding		19.20%	19.20%	NA	
400			Simultaneous Call Forwarding		19.20%	19.20%	NA	
401			Speed Calling 8		19.20%	19.20%	NA	
402			Speed Calling 30		19.20%	19.20%	NA	
403			Three Way Calling		19.20%	19.20%	NA	
404								
405			DID					
406			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
407			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
408			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
409			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MISSOURI TELECOMMUNICATIONS DBA NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
410			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
411			DID (with Multifrequency)		19.20%	19.20%	NA	
412			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA	
413			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
414			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
415			DID (51st trunk or network access line)		19.20%	19.20%	NA	
416							NA	
417			TRUNKS				NA	
418			Analog Trunks		19.20%	19.20%	NA	
419			Digital Trunks		19.20%	19.20%	NA	
420							NA	
421			AIN				NA	
422			Area Wide Networking		19.20%	19.20%	NA	
423			Disaster Routing Service		19.20%	19.20%	NA	
424			Intelligent Redirection		19.20%	19.20%	NA	
425			Intellinumber		19.20%	19.20%	NA	
426			Positive ID		19.20%	19.20%	NA	
427							NA	
428			OTHER				NA	
429			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
430			Customer Alerting Enablement		19.20%	19.20%	NA	
431			Grandfathered Services		19.20%	19.20%	NA	
432			Hot Line		19.20%	19.20%	NA	
433			Hunting		19.20%	19.20%	NA	
434			Local Operator Assistance Service		13.91%	13.91%	NA	
435			Night Number associated with Telephone Number		19.20%	19.20%	NA	
436			Night Number associated with a Terminal		19.20%	19.20%	NA	
437			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
438			Preferred Number Service		19.20%	19.20%	NA	
439			Telebranch®		19.20%	19.20%	NA	
440			Touch Tone		19.20%	19.20%	NA	
441			Voice Dial		19.20%	19.20%	NA	
442			Warm Line		19.20%	19.20%	NA	
443							NA	
444			Data Services				NA	
445			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
446			PBX Trunks		19.20%	19.20%	NA	
447			Mult-Service Optical Network (MON)		19.20%	19.20%	NA	
448			OCn-PTP		19.20%	19.20%	NA	
449			DS3		19.20%	19.20%	NA	
450							NA	
451			ISDN				NA	
452			Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
453			Select Video Plus®		19.20%	19.20%	NA	
454			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
455			SuperTrunk		19.20%	19.20%	NA	
456							NA	
457			TOLL				NA	
458			IntraLATA MTS		19.20%	19.20%	NA	
459			MaxiMizer 800®		19.20%	19.20%	NA	
460			OutWATS		19.20%	19.20%	NA	
461			800 Service		19.20%	19.20%	NA	
462							NA	
463			OPTIONAL TOLL CALLING PLANS				NA	
464			1+ SAVERsm		19.20%	19.20%	NA	
465			1+ SAVER Direct		19.20%	19.20%	NA	
466			Community Optional Saver		19.20%	19.20%	NA	
467			Outstate Calling Area Service		19.20%	19.20%	NA	
468							NA	

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
469			PLEXAR®					
470			Plexar I®		19.20%	19.20%	NA	
471			Plexar II®		19.20%	19.20%	NA	
472			Plexar Custom®		19.20%	19.20%	NA	
473							NA	
474			PRIVATE LINE				NA	
475			Analog Private Lines		19.20%	19.20%	NA	
476			Business Video Service		19.20%	19.20%	NA	
477			Digital Loop Service		19.20%	19.20%	NA	
478			DOVLink		19.20%	19.20%	NA	
479			Foreign Exchange Service		19.20%	19.20%	NA	
480			Foreign Serving Office		19.20%	19.20%	NA	
481			Frame Relay		19.20%	19.20%	NA	
482			Group Alerting Services		19.20%	19.20%	NA	
483			MegaLink II®		19.20%	19.20%	NA	
484			MegaLink III®		19.20%	19.20%	NA	
485			MicroLink I®		19.20%	19.20%	NA	
486			MicroLink II®		19.20%	19.20%	NA	
487			MultiPoint Video		19.20%	19.20%	NA	
488			Service Loop Facility Modification Service		19.20%	19.20%	NA	
489							NA	
490							NA	
491			RESIDENCE		RECURRING	NON-RECURRING	NA	
492			LOCAL EXCHANGE SERVICE				NA	
493			Life Line and Link Up America Services		19.20%	19.20%	NA	
494			Residence 1 Party		19.20%	19.20%	NA	
495			Residence Measured		19.20%	19.20%	NA	
496							NA	
497			EXPANDED LOCAL CALLING				NA	
498			Mandatory EAS		19.20%	19.20%	NA	
499			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
500							NA	
501			VERTICAL SERVICES				NA	
502			Auto Redial		19.20%	19.20%	NA	
503			Call Blocker		19.20%	19.20%	NA	
504			Call Forwarding - Busy Line		19.20%	19.20%	NA	
505			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
506			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
507			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
508			Call Return		19.20%	19.20%	NA	
509			Call Trace		19.20%	19.20%	NA	
510			Call Waiting		19.20%	19.20%	NA	
511			Calling Name		19.20%	19.20%	NA	
512			Calling Number		19.20%	19.20%	NA	
513			ComCall®		19.20%	19.20%	NA	
514			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
515			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
516			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
517			Priority Call		19.20%	19.20%	NA	
518			Remote Access to Call Forwarding		19.20%	19.20%	NA	
519			Selective Call Forwarding		19.20%	19.20%	NA	
520			Simultaneous Call Forwarding		19.20%	19.20%	NA	
521			Speed Calling 8		19.20%	19.20%	NA	
522			Three Way Calling		19.20%	19.20%	NA	
523							NA	
524			ISDN				NA	
525			Digiline		19.20%	19.20%	NA	
526							NA	

SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

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SBC MISSOURI TELECOMMUNICATIONS DB/A NETTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
527			OTHER					
528			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA	
529			Customer Alerting Enablement		19.20%	19.20%	NA	
530			Grandfathered Services		19.20%	19.20%	NA	
531			Hot Line		19.20%	19.20%	NA	
532			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
533			Preferred Number Service		19.20%	19.20%	NA	
534			TouchTone		19.20%	19.20%	NA	
535			Voice Dial		19.20%	19.20%	NA	
536			Warm Line		19.20%	19.20%	NA	
537							NA	
538							NA	
539			OTHER (Resale)		RECURRING	NON-RECURRING	NA	
540							NA	
541			DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%	NA	
542			Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
543							NA	
544			TOLL				NA	
545			Home 800sm		19.20%	19.20%	NA	
546			IntraLATA MTS		19.20%	19.20%	NA	
547							NA	
548			OPTIONAL TOLL CALLING PLANS				NA	
549			1+ SAVERsm		19.20%	19.20%	NA	
550			1+ SAVER Direct		19.20%	19.20%	NA	
551			Community Optional Saver		19.20%	19.20%	NA	
552			Outstate Calling Area Service		19.20%	19.20%	NA	
553			900 Call Restriction		19.20%	19.20%	NA	
554			Access Services		0%	0%	NA	
555			Additional Directory Listings		19.20%	19.20%	NA	
556			Bill Plus		5%	5%	NA	
557			Company Initiated Suspension Service		0%	0%	NA	
558			Directory Assistance Services		13.91%	13.91%	NA	
559			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
560			Consolidated Billing		5%	5%	NA	
561			Construction Charges		0%	0%	NA	
562			Customer Initiated Suspension Service		0%	0%	NA	
563			Exchange Interconnection Service		0%	0%	NA	
564			Operator Services		13.91%	13.91%	NA	
565			Local Operator Assistance Service		13.91%	13.91%	NA	
566			Maintenance of Service Charges		0%	0%	NA	
567			Prepaid Calling Cards		19.20%	19.20%	NA	
568			Telecommunications Service Priority Systems		0%	0%	NA	
569			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA	
570			Toll Restriction		19.20%	19.20%	NA	
571			Wireless Carrier Interconnection Services		0%	0%	NA	
572							NA	
573			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
574							NA	
575			Simple conversion charge per billable number		NA	\$ 25.00	NA	
576			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
577			Complex conversion orders per billable number		NA	\$ 125.00	NA	
578					NA	\$ 100.00	NA	
579			SBC Missouri transmittal of CLEC end-user listing to 3rd					
580			party pub, per occurrence, per dir publisher					
581								
582			OS/DA					
583			Branding - Resellers					
584			- Initial Load		NA	\$1,800.00	NA	

UNE AECN:
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Line	Change/Update	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
585			- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
586			- Per Call	ZZUCB	\$0.025	NA	NA	
587			External Rater - Resellers					
588			- Initial Load	NRBDL	NA	\$2,200.00	NA	
589			- Subsequent Load	NRBDM	NA	\$1,000.00	NA	

APPENDIX WP EXHIBIT 1 SBC MISSOURI

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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1. INTRODUCTION.....	3
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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (NEVADA)

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APPENDIX PRICING (NEVADA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 Intentionally left blank.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC NEVADA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the

Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC NEVADA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC NEVADA** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 Intentionally left blank.
- 1.9 **SBC NEVADA**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC NEVADA** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC NEVADA** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC NEVADA**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff

rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC NEVADA's current generic contract rate for the Product or Service set forth in SBC NEVADA's applicable state-specific generic pricing schedule as published on SBC NEVADA's CLEC website; or

- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC NEVADA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 SBC NEVADA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC NEVADA for that Product or Service and incorporated into SBC NEVADA's current state-specific generic pricing schedule as published on SBC NEVADA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC NEVADA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC NEVADA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC NEVADA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 SBC NEVADA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

- 2.1 All prices for **usage charges**, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in SBC NEVADA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for **usage charges**, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, SBC NEVADA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, SBC NEVADA shall **delay billing or** bill at the prices SBC NEVADA is currently billing one (1) or more of its other CLEC End Users that, in SBC NEVADA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. ***These true ups will be excluded from billing performance results.***

- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, **SBC NEVADA** and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, 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 service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute
- 3.3 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 NEVADA** 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 NEVADA** will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each Lawful UNE on the first connection on an 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.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the **SBC NEVADA** network, without any changes to **SBC NEVADA**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network
- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SBC NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. BILLING

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

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING
SBC NEVADA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

	NON-RECURRING											
	Service Order					Channel						
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
LOOPS												
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
2-Wire ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (MECHANIZED)	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-wire ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16	MOX55	\$0.16	MOX56	\$0.16	MOX57	\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00	MOX55	\$0.00	MOX56	\$0.00	MOX57	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DSL CAPABLE LOOPS												
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	HOX32	\$48.15	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	XOX32	\$22.25	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	MOX32	\$0.32	MOX34	\$0.00	N/A	\$0.00		\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$74.60	\$38.19	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING
SBC NEVADAMETROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

NON-RECURRING												
	Service Order						Channel					
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE												
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
CROSS CONNECTS TO COLLOCATION CAGE												
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	MOX15	\$0.16	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	MOX15	\$0.00	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	CDS1S, HOX82	\$3.29	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	CDS1S, HOX82	\$0.81	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING												
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00

Note: When comparing a USOC on the CABS bill to rates above see the rules below.

Service order Connect is the sum of service order connect and Channel Connect.
Service order Disconnect is the sum of service order disconnect and Channel disconnect.
Service order change is the sum of service order change and Channel change.
Service Migrations are only billed Service Order connect or disconnect charges

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada					
			USOC	Recurring	Non-Recurring
NETWORK ELEMENTS				Initial	Add'l
LOOPS (Includes NID)					
2-Wire Analog					
-Zone 1		LKB/LKBAA, AELKB, AELKA	\$11.77	@	@
-Zone 2		LKB/LKBAA, AELKB, AELKA	\$22.64	@	@
-Zone 3		LKB/LKBAA, AELKB, AELKA	\$66.25	@	@
5db Conditioning				@	@
** -Zone 1		In addition to 2-wire analog Loop	\$6.28	@	@
** -Zone 2		In addition to 2-wire analog Loop	\$6.28	@	@
** -Zone 3		In addition to 2-wire analog Loop	\$6.28	@	@
4-Wire Analog				@	@
-Zone 1		LK4WA	\$16.48	@	@
-Zone 2		LK4WA	\$31.08	@	@
-Zone 3		LK4WA	\$92.13	@	@
2-wire Digital				@	@
-Zone 1		LKB2Q/LKB3Q/U2Q/U3Q	\$11.77	@	@
-Zone 2		LKB2Q/LKB3Q/U2Q/U3Q	\$22.64	@	@
-Zone 3		LKB2Q/LKB3Q/U2Q/U3Q	\$66.25	@	@
DS1 Loop				@	@
-Zone 1		LKC4W	\$16.48	@	@
-Zone 2		LKC4W	\$31.08	@	@
-Zone 3		LKC4W	\$92.13	@	@
DS3 Loop				@	@
-Zone 1		U4D3X	\$1,176.48	@	@
-Zone 2		U4D3X	\$1,590.01	@	@
-Zone 3		U4D3X	ICB	ICB	ICB
DSL CAPABLE LOOPS					
2-Wire xDSL Loop				@	@
PSD #1 - 2-Wire xDSL Loop Zone 1		2SLAX	\$11.77	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2		2SLAX	\$22.64	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3		2SLAX	\$66.25	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1		2SLBX	\$11.77	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2		2SLBX	\$22.64	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3		2SLBX	\$66.25	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1		2SLCX	\$11.77	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2		2SLCX	\$22.64	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3		2SLCX	\$66.25	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1		2SLDX	\$11.77	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2		2SLDX	\$22.64	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3		2SLDX	\$66.25	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1		U2F	\$11.77	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2		U2F	\$22.64	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3		U2F	\$66.25	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1		2SLFX	\$11.77	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2		2SLFX	\$22.64	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3		2SLFX	\$66.25	@	@
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Zone 1		4SL1X	\$16.48	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2		4SL1X	\$31.08	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3		4SL1X	\$92.13	@	@
Loop Qualification Process (Per Loop)					
	Loop Qualification Process (Per Loop) Mechanized - Zone 1	NR98U	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 2	NR98U	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 3	NR98U	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 1	NRBXU	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 2	NRBXU	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 3	NRBXU	Not Applicable	\$0.10	Not Applicable
DSL Conditioning Options					
	Removal of Repeaters	NRBXV	N/A	\$83.67	\$83.67
	Incremental Removal of Repeater (> than 17.5 Kft. same location)	NRBNL	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Repeaters	NRBXH	N/A	\$83.67	\$83.67
	17.5Kft. Same location/same cable)	NRBTV	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A	\$83.67	\$83.67
	Removal of Bridged Taps	NRBXW	N/A	\$83.67	\$83.67
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Load Coils	NRBXF	N/A	\$83.67	\$83.67
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A	\$83.67	\$83.67
	Removal of Load Coils	NRBXZ	N/A	\$83.67	\$83.67

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	\$83.67	\$83.67
Remove All Bridged Tap (RABT) - MMP					
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NA	\$425.64	
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NA	\$1,101.85	
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	NA	\$425.64	
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	NA	\$425.64	
NETWORK INTERFACE DEVICE (NID)					
	NID Crossconnect	Included in the Loop Rate	\$0.44	@	@
Cross Connects to Collocation Cage					
	Analog 2-wire	CCDSO, AEE1S	\$0.40	@	@
	Analog 4-wire	C2CB4	\$0.79	@	@
	Digital 2-wire	UCX92	\$1.48	@	@
	Digital 4-wire	CDS1U	\$2.98	@	@
	2 Wire ADSL Shielded Cross connect to Collocation	UXRRX	\$0.57	@	@
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$0.24	@	@
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$0.47	@	@
	DS3 C.O. Cross Connect to Collocation	CDS3U	\$28.98	@	@
#The price assumes all Central Office cross-connects required to provision the HFPL product					
LST					
	LST performed on CODSLAM Loop	URCLD	N/A	\$245.99	N/A
	LST performed on Sub Loop	URCLB	N/A	\$202.64	N/A
Sub-loop Unbundling					
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	U6LSA	\$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	U6LSA	\$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	U6LSA	\$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1	U6LSB	\$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2	U6LSB	\$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3	U6LSB	\$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1	U6LSC	\$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2	U6LSC	\$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire-Analog Zone 3	U6LSC	\$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	U6LSS	\$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	U6LSS	\$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	U6LSS	\$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	U6LST	\$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	U6LST	\$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	U6LST	\$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	U6LSA	\$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	U6LSA	\$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	U6LSA	\$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1	U6LSB	\$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2	U6LSB	\$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 3	U6LSB	\$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1	U6LSC	\$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2	U6LSC	\$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3	U6LSC	\$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	U6LSS	\$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	U6LSS	\$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	U6LSS	\$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	U6LST	\$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	U6LST	\$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	U6LST	\$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3	U6LSU	\$0.29	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 1	U6LSA	\$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	U6LSA	\$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	U6LSA	\$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1	U6LSB	\$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2	U6LSB	\$10.78	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 3	U6LSB	\$17.97	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 1	U6LSC	\$6.36	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 2	U6LSC	\$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3	U6LSC	\$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1	U6LSS	\$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2	U6LSS	\$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3	U6LSS	\$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1	U6LST	\$6.36	N/A	N/A

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2		U6LST	\$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3		U6LST	\$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1		U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2		U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3		U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		U6LSA	\$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		U6LSA	\$0.93	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		U6LSA	\$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1		U6LSB	\$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2		U6LSB	\$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3		U6LSB	\$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1		U6LSC	\$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2		U6LSC	\$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3		U6LSC	\$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1		U6LSS	\$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2		U6LSS	\$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3		U6LSS	\$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1		U6LST	\$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2		U6LST	\$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3		U6LST	\$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1		U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2		U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3		U6LSU	\$0.29	N/A	N/A
Sub-loop Unbundling Cross Connect						
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		UCSC6	N/A	\$275.96	\$136.01
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		UCSC6	N/A	\$342.07	\$136.01
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		UCSC6	N/A	\$395.75	\$154.58
	Subloop Cross Connect DS1 Non-Central Office Originating		UCNC6	N/A	\$686.17	\$277.73
	Subloop Cross Connect DS3 Non-Central Office Originating		UCNC6	N/A	\$1,018.94	\$401.90
Cross Connects to Point of Access (POA)						
Analog Loop to POA						
2-Wire						
**	Method 1		UXRA1	\$0.40	\$145.31	\$104.33
**	Method 2		UXRA2	\$0.40	\$145.31	\$104.33
**	Method 3		UXRA5	\$0.40	\$145.31	\$104.33
4-Wire						
	Method 1		UXRB1	\$0.79	\$161.81	\$116.91
	Method 2		UXRB2	\$0.79	\$161.81	\$116.91
	Method 3		UXRB5	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access						
2-Wire						
**	Method 1		UXRA1	\$1.48	\$145.31	\$104.33
**	Method 2		UXRA2	\$1.48	\$145.31	\$104.33
**	Method 3		UXRA5	\$1.48	\$145.31	\$104.33
4-Wire						
	Method 1		UXRB1	\$2.98	\$161.81	\$116.91
	Method 2		UXRB2	\$2.98	\$161.81	\$116.91
	Method 3		UXRB5	\$2.98	\$161.81	\$116.91
Dedicated Transport						
- DS1 Interoffice Transport						
Statewide					@	@
Fixed (per termination)					@	@
- DS3 Interoffice Transport						
Statewide					@	@
Fixed (per termination)					@	@
- Dedicated Transport Cross Connects						
DS1 to Collocation					\$22.98	@
DS3 to Collocation					\$29.47	@
MULTIPLEXING						
**	DS1 / Voice Grade		MQ1UB	\$265.89	@	@
**	DS3 / DS1		MQ3UB	\$673.94	@	@
Dark Fiber						
**	Dark Fiber -Interoffice per strand Zone 1		ULY4X	\$40.67	\$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2		ULY4X	\$40.67	\$2,021.02	N/A
Dark Fiber -Interoffice per strand Zone 3					N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1		ULJAA, ULJAB	\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2		ULJAA, ULJAB	\$0.005109	N/A	N/A
Dark Fiber - Interoffice per foot Zone 3					N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1		UKCJX	\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2		UKCJX	\$4.19	\$154.70	N/A
Dark Fiber Cross Connect - Interoffice Zone 3					N/A	N/A
**	Dark Fiber Cross Connect - Loop Zone 1		UKCHX	\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop Zone 2		UKCHX	\$2.22	\$100.55	N/A
Dark Fiber Cross Connect - Loop Zone 3					N/A	N/A
Dark Fiber - Interoffice Inquiry Zone 1					N/A	\$447.77
Dark Fiber - Interoffice Inquiry Zone 2					N/A	\$447.77
Dark Fiber - Interoffice Inquiry Zone 3					N/A	N/A

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
Routine Modifications					
	Routine Modifications of Existing Facilities Change	N3RUE	NA	ICB	NA
800 Database					
per query			\$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "SBC Nevada Supplemental Non-Recurring Charges" price list)					
Simple Manual					
New		NRBUR	N/A	\$ 49.80	N/A
Disconnect		NRBUX	N/A	\$ 45.09	N/A
Change		NRBUP	N/A	\$ 48.50	N/A
Record		NRBUV	N/A	\$ 33.54	N/A
Complex Manual					
New		NRBUQ	N/A	\$ 113.82	N/A
Disconnect		NRBUW	N/A	\$ 42.40	N/A
Change		NRBUO	N/A	\$ 100.17	N/A
Record		NRBUU	N/A	\$ 33.64	N/A
Electronic Simple					
All		NR9GZ, NR9GG, NR9GU	N/A	\$ 6.55	N/A
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION			USAGE		
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU			\$ 0.0007		
OTHER					
OS/DA [Non-UNE]					
Directory Assistance					
	Rate per call		\$ 0.37000	NA	
	Express Call Completion Rate Per Call		\$ 0.15000	NA	
	Directory Assistance (nationwide listing service) Rate Per Call		N/A	NA	
	Branding - Facility Based	BRAND			
	- Initial Load		NA	\$ 1,800.00	
	- Subsequent Load		NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call		\$ 0.0057	NA	
	Directory Assistance-Facilities Based Rate Reference-Initial Load		NA	\$ 2,200.00	
	Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	
	Directory Assistance Listing Information Services				
	per listing for Initial load		\$ 0.086615	NA	
	per listing for subsequent updates		\$ 0.086615	NA	
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	NA	
Operator Services					
	Fully Automated Call Processing				
	Rate per completed automated call		\$ 0.15	NA	
	Operator Assisted Call Processing (Per work second)		\$ 0.03000	NA	
	Branding - Facility Based	BRAND			
	- Initial Load		NA	\$ 1,800.00	
	- Subsequent Load		NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call		\$ 0.0057	NA	
	Operator Services-Facilities Based Rate Reference-Initial Load		NA	\$ 2,200.00	
	Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	
MISCELLANEOUS					
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	NA	
	Local Exchange Routing Guide (LERG) Per NXX		NA	NA	
	NXX Migration				
	Migration charge/NXX		NA	NA	
	Intercompany Terminating Compensation				
	Port Charge (Residence)		\$ 1.25	NA	
	Port Charge (Business)		\$ 1.75	NA	
	Slamming investigation fee		NA	NA	
Message Exchange					
	ME 3rd Party Host--Facility CLEC				
	CLEC Billing Charge (per message)		\$ 0.05		
	SBC Nevada Billing Charge (per message)		\$ 0.05		
	SBC Nevada Settlement Charge (per message)		\$ 0.16		
	ME PB Host--Facility CLEC				
	Set-Up Charge				\$8,500.00
	SBC Nevada Monthly Charge		\$1,200.00		
	SBC Nevada Message Processing Rate (per message)		\$0.014		
	SBC Nevada Replacement Tape Fee (per tape)		\$ 50.00		

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
		SBC Nevada Consulting/Training Fee (per hour)		\$80.00		
		LEC Billing Rate		ICB		
		CLEC Billing Rate (per message)		\$0.05		
		ME 3rd Party or No Host--Resale/UNE CLEC				
		CLEC Billing Charge (per message)		\$ 0.05		NA
		SBC Nevada Settlement Charge (per message)		\$ 0.16		
		ME PB Host--Resale/UNE CLEC				
		Set-Up Charge				\$4,250.00
		SBC Nevada Monthly Charge		\$600.00		
		SBC Nevada Message Processing Rate (per message)		\$0.014		
		SBC Nevada Message Packaging Rate (per message)		\$0.011		
		SBC Nevada Replacement Tape Fee (per tape)		\$ 50.00		
		SBC Nevada Consulting/Training Fee (per hour)		\$80.00		
		LEC Billing Rate		ICB		
		CLEC Billing Rate (per message)		\$0.05		
MAINTENANCE OF SERVICE CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	\$62.64	\$34.11
	Overtime			N/A	\$69.14	\$40.61
	Premium Time			N/A	\$94.22	\$47.10
TIME & MATERIAL CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	\$55.03	\$34.11
	Overtime			N/A	\$61.53	\$40.61
	Premium Time			N/A	\$68.04	\$47.10
Poles and Duct (Structure)				Annual		
	Poles (\$/attachment/yr.)*			\$ 1.26		
	Per Foot Conduit Occupancy Fees					
	Inner Duct (\$/ft/yr.)			\$ 0.87		
	Full Duct (\$/ft/yr)			\$ 0.87		
					Non recurring	
	Contract Administration Fee				\$ 125.00	
	Administrative Record-Keeping Fee				\$ 125.00	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)						
@ See Supplemental Rate Sheet for Non-Recurring Charges						
** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada				Recurring	Non-Recurring	
			USOC		Initial	Add'l
OTHER RESALE				Resale Discounts		
				Recurring	Non recurring	
	Universal Lifeline Service					
	- Rates and Charges					
	- Rate per month for each ULS access line:					
	- Individual Line Flat Rate Lifeline Res. Service			18.05%	NA	
	- Two-Party Line Flat Rate Lifeline Res. Service			18.05%	NA	
	- Individual Line Standard Measured Lifeline			18.05%	NA	
	Residence Service			18.05%		
	- Individual Line Low Use Measured Lifeline			18.05%	NA	
	Residence Service			18.05%		
	- Suburban Primary Station Lifeline Residence			18.05%	NA	
	Service			18.05%		
	- Farmer Line Lifeline Residence Service			18.05%	NA	
	Call Restriction					
	- Rates and Charges					
	- each residence exchange line			18.05%	NA	
	- each trunk and business exchange line			18.05%	NA	
	900 Call Blocking					
	- Rates and Charges					
	- Add 900 Call Blocking- Residence					
	- Call Blocking					
	- Individual Line Flat Rate Residence Service					
	- Subsequent Request			NA	18.05%	
	- Individual Line Measured Rate Res. Service					
	- Subsequent Request			NA	18.05%	
	- Add 900 Call Blocking- Business					
	- Call Blocking					
	- Business Service Flat Rate					
	- per line			NA	18.05%	
	-Call Blocking					
	- Business Service Measured Rate					
	- per line			NA	18.05%	
	Listing Services					
	- Rates and Charges					
	- Additional Listings and Lines of Information					
	- Listing Type					
	- Each business listing			18.05%	NA	
	- Any individual residing at a residence, listed					
	at the residence, each listing			18.05%	NA	
	- Listing of guest of hotel, each listing			18.05%	NA	
	- Reference to service of same subscriber,					
	each listing			18.05%	NA	
	- Reference to service of another subscriber,			18.05%		
	each listing			18.05%	NA	
	- Other information in addition to a listing,			18.05%		
	each line			18.05%	NA	
	- Non-Published Service			18.05%		
	- Each Service			18.05%	NA	
	OS/DA Reseller					
	OS/DA Reseller Branding - Initial Load/Subsequent Load			NA	\$ 1,800.00	
	OS/DA Reseller Rate Reference - Initial Load			NA	\$ 2,200.00	
	OS/DA Reseller Rate Reference - Subsequent Rater Load or					
	Reference Load			NA	\$ 1,000.00	
RESALE						
	Elements for new and additional service,					
	move and changes and in place					
	connections. (BUSINESS)					
	- Service Ordering Charge, per customer request:					
	- Connecting new or additional central office line			18.05%	NA	
	- Move/chg. svc./equip., or add new or additional			18.05%	NA	
	svc./equip. (other than central office line)					
	- Move/chg. svc./equip. or add new or additional			18.05%	NA	
	svc./equip. associated with CCS or CC2000 ftrs.					
	- Central Office Line Connection Charge, per line:					
	- Local Central Office			18.05%	NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.			18.05%	NA	
	- Noncontiguous Foreign Exchange			18.05%	NA	
	- Premises Visit Charge- each visit			18.05%	NA	
	Elements for new and additional service,					
	move and changes and in place					
	connections. (RESIDENCE)					
	- Service Ordering Charge, per customer request:			18.05%	NA	
	- Connecting new or additional central office line			18.05%	NA	
	- Move/chg. svc./equip., or add new or additional					
	svc./equip. (other than central office line)			18.05%	NA	
	- Move/chg. svc./equip., or add new or additional					
	svc./equip. associated with CCS or CC2000 ftrs					
	- Central Office Line Connection Charge, per line:			18.05%	NA	
	- Local Central Office ¹			18.05%	NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.			18.05%	NA	
	- Noncontiguous Foreign Exchange			18.05%	NA	
	Other Equipment and Facilities					
	- Charges for moving, rearranging, or changing of					
	equip., apparatus, or facilities, other than provided					
	in this Section, will be an amount equal to the cost of					
	labor and material			0%	NA	

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NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
MOVE AND CHANGE CHARGES					
Cust. requested Number Chg. (BUSINESS)					
	- First Primary Service Line of each account		NA	18.05%	
	- Each Additional Primary Service Line of same account on same order		NA	18.05%	
Cust. requested Number Chg. (RESIDENCE)					
	- First Primary Service Line of each account		NA	18.05%	
	- Each Additional Primary Service Line of same account on same order		NA	18.05%	
SERVICE CONNECTION CHARGES					
New and Additional Complex Business Svc.					
	- Primary Service, each line:				
	- Local and Extended Area Service				
	- TAS trunk line service or Answering line		NA	18.05%	
	- Tie line (same premises)		NA	18.05%	
	- Custom Data Service, each line		NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Extension Line; PBX, Horizon, ACD and TAS				
	Station Line Service; Secretarial Line Service:				
	- Off-premises, in the same bldg. or different bldg. on continuous property				
	- Extension Line		NA	18.05%	
	- PBX, TAS, Horizon, or ACD Line		NA	18.05%	
	- Secretarial Line		NA	18.05%	
	- Off-premises, on noncontinuous property in the same central office serving area, each line				
	- Extension Line		NA	18.05%	
	- PBX, TAS, ACD, or Horizon line		NA	18.05%	
	- Tie line		NA	18.05%	
	- Secretarial line, Extension of an individual access line or trunk		NA	18.05%	
	- Secretarial Line, Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line				
	- Extension line		NA	18.05%	
	- PBX, TAS, ACD, Horizon line or Tie line		NA	18.05%	
	- Secretarial line - Extension of an individual access line or trunk		NA	18.05%	
	- Secretarial line - Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
New and Additional Complex Residence Service					
	- Primary Service, each line:				
	- Local and Extended Area Service				
	- Individual access line, Trunk line service		NA	18.05%	
	- Custom Data Service, each line		NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Extension Line; PBX Primary Line; Secretarial Line Service				
	- On and off premises in the same bldg. or different bldg. on continuous property, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
	- Off-premises on noncontinuous property in the same central office service area, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
EXCHANGE SERVICES					
FOREIGN EXCHANGE (FX) SERVICES					
Foreign Exchange Rates and Charges					
	- Foreign Exchange Mileage Rate				
	- Each one-half mile or fraction thereof-				
	- Each individual flat rate PBX business trunk		18.05%	NA	
	- Each individual flat rate line primary station-Res. and Bus.		18.05%	NA	
LOCAL EXCHANGE SERVICES					
Measured Rate Service					
	- Local Exchange Measured Rate Service				

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Rates and Charges				
	- Rate per month for each primary individual line service (for all SBC Nevada exchanges unless otherwise noted):				
	- Individual Measured Res. or Bus. Service		18.05%	NA	
	- Individual Measured Business Service		18.05%	NA	
	- Individual Standard Measured Residence Svc.		18.05%	NA	
	- Individual Low Use Measured Residence Svc.		18.05%	NA	
	- Usage rate schedule				
	- The day rate applies to the following:				
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- The evening rate applies to the following:			NA	
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- The night rate applies to the following:			NA	
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- Switched 56 Data Service				
	- Rates and Charges				
	- Each SW-56 equipped line or trunk				
	- Datapath/TCM - 2-wire local		18.05%	18.05%	
	- Datapath Extension (DPX) - 2-wire remote		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire local		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire remote		18.05%	18.05%	
	Flat-Rate Service				
	- Local Exchange Flat-Rate Service				
	- Rates and Charges				
	- Rate per month for each primary individual and party line service:				
	- Individual Line Flat Rate Business Service		18.05%	NA	
	- Individual Line Flat Rate Residence Service		18.05%	NA	
	- Individual Line Flat Rate Business Service - Without Telephone		18.05%	NA	
	- Individual Line Flat Rate Residence Service - Without Telephone		18.05%	NA	
	- Two-Party Line Flat Rate Business Service		18.05%	NA	
	- Two-Party Line Flat Rate Residence Service		18.05%	NA	
	- TeenLine				
	- Rates and Charges				
	- TeenLine		18.05%	NA	
	Local Service Options				
	- Farmer Line Service				
	- Rates and Charges				
	- Rate per month for each station				
	- Farmer Line Business Service		18.05%	NA	
	- Farmer Line Residence Service		18.05%	NA	
	- Suburban Service				
	- Rates and Charges				
	- Each suburban primary station service				
	- Suburban service- business		18.05%	NA	
	- Suburban service- residence		18.05%	NA	
	- Suburban Mileage				
	- Reno and Carson City Exchanges				
	- All customer's locations within one mile of the base rate area of special rate area		NA	NA	
	- All additional customer locations		NA	NA	
	- All exchanges except Reno and Carson City				
	- All the customer's locations within one mile of the base rate area of special rate area		NA	NA	
	- All additional customer locations		NA	NA	
	Interoffice Mileage Rates				
	- Mileage rates- per month				
	- Mileage between Central Offices of Exchange for each individual residence or business service:				
	- First One-Quarter Mile or Fraction of Quarter Mile		18.05%	NA	
	- Each additional Quarter Mile or Fraction of Quarter Mile		18.05%	NA	
	PRIVATE BRANCH EXCHANGE TRUNKS				
	Private Branch Exchange Trunks				
	- Rates per month				
	- Mileage between COs of exchange				
	- First one-quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	NA	
	- Each additional quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	NA	
	Measured Rate Trunks				
	- Rates and Charges				
	- Rates apply to each trunk line equipped				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
	Flat Rate Trunks				
	- Rates and Charges				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
	Direct-in-Dialing (DID) to PBX Systems				
	- Rates and Charges				
	- DID service				
	- Group of DID Numbers				

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	- Additional Group of numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	Two-way Operation to PBX Systems (DID/DOD)				
	-Rates and Charges				
	- Two-way Operation				
	- Group of DID/DOD Numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	- Additional Group of DID/DOD numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	PREMIUM EXCHANGE SERVICES				
	Extension Service				
	Remote Call Forwarding				
	- Rates and Charges				
	- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.				
	- First access path				
	- Intrastate Inter-Service Area flat rate bus.		18.05%	NA	
	- Interstate flat rate business		18.05%	NA	
	- Intrastate Inter-Service Area flat rate res.		18.05%	NA	
	- Interstate flat rate residence		18.05%	NA	
	- Intra-Service Area flat rate business		18.05%	NA	
	- Intra-Service Area flat rate residence		18.05%	NA	
	- Additional access path			NA	
	- each, Local		18.05%	NA	
	- each, Toll		18.05%	NA	
	Premiere Communications Service				
	- Rates and Charges - Premiere 6				
	- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.				
	- Basic Features, Premiere 6				
	- Each line		18.05%	NA	
	- Optional Line Features				
	- Premiere 6 Call Waiting- each line		18.05%	NA	
	- Premiere 6 Call Forwarding- each line		18.05%	NA	
	- Premiere 6 Alternate Answering- each line		18.05%	NA	
	- Optional Group Features				
	- Premiere 6 Convenience Dialing- each Premiere 6 group		18.05%	NA	
	- Premiere 6 Distinctive Ringing- each Premiere 6 group		18.05%	NA	
	- Premiere 6 Outward WATS Access- each Premiere 6 group		18.05%	NA	
	- Premiere 6 800 Service Access- each Premiere 6 group		18.05%	NA	
	- Service Charges				
	- Establishment of Service				
	- Same time as associated access line(s)				
	- Subsequent to establishing associated line		NA	18.05%	
	- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both Business and Residence , except 800 Service.				
	- Addition of optional feature(s) to an existing Premiere group- each group		NA	18.05%	
	- Changes to the customer specified parameters associated with Premiere Alternate Answering- each line		NA	18.05%	
	-Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line		NA	18.05%	
	- Add a line to a Premiere group- each line		NA	18.05%	
	- Change or remove a line from a Premiere group- each line		NA	18.05%	
	- Change from Premiere 6 to Premiere 20- each line		NA	18.05%	
	- Install Outward WATS/800 Service Access, each System		NA	18.05%	
	- Measured Service				
	- Rates and Charges - Premiere 20				
	- The rates and charges following are for Premiere 20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.				
	- Basic Features, Premiere 20- each line		18.05%	NA	
	- Optional Line Features				
	- Premiere 20 Call Waiting- each line		18.05%	NA	

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

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Premiere 20 Call Forwarding- each line		18.05%	NA	
	- Premiere 20 Alternate Answering- each line		18.05%	NA	
	- Premiere 20 Convenience Dialing- each line		18.05%	NA	
	- Optional Group Features				
	- Premiere 20 Distinctive Ringing- each group		18.05%	NA	
	- Premiere 20 Outward WATS/800 Access-				
	- WATS Access				
	- each access code		18.05%	NA	
	- 800 Service Access				
	- each 800 Service Line		18.05%	NA	
	- Premiere 20 Additional Call Pickup Group				
	- each additional group		18.05%	NA	
	Hunting Service				
	- Rates and Charges ^{1,2,3}				
	- Hunting Service, each line in a hunt group				
	- Series Complete		18.05%	NA	
	- Circular		18.05%	NA	
	- Preferential		18.05%	NA	
	- Uniform Call Distribution		18.05%	NA	
	Direct Connect				
	- Rates and Charges				
	- each line		18.05%	18.05%	
	Confinement Services Offered by SBC Nevada				
	- Rates and Charges				
	- Rate Periods and Rate Discounts				
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.				
	- Rate Mileage				
	- 0-10 Initial Minute		18.05%	NA	
	- 11-22 Initial Minute		18.05%	NA	
	- 23-55 Initial Minute		18.05%	NA	
	- 56-124 Initial Minute		18.05%	NA	
	- 125-Plus Initial Minute		18.05%	NA	
	- Operator Assisted Messages				
	- Operator Assisted Station		18.05%	NA	
	- Operator Assisted Person		18.05%	NA	
	- Station Service and Person Service				
	JOINT USER SERVICE				
	- Regulations				
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.				
	- joint user service is not furnished in connection with residence telephone service or farmer line service.				
	- Rates and Charges				
	- Rate per month for each joint user service:				
	- Individual Party or Answering Line Service				
	- all exchanges		18.05%	NA	
	- PBX or Cord-Operated Answering Service				
	- all exchanges		18.05%	NA	
	DIRECTORY SERVICES				
	Local Directory Assistance Service				
	-Rates and Charges				
	- Direct dialed calls to Directory Assistance				
	- Each call exceeding the Call Allowance		0.15%	NA	
	- Operator Assisted Calls to Directory Assistance				
	- Each operator assisted call exceeding the allowance (from Direct Dial Access stations)		0.15%	NA	
	- Each operator assisted call exceeding the allowance (from Non-Direct Dial Access stations)		0.15%	NA	
	OPERATOR SERVICES				
	Local Operator Verification/ Interrupt Service				
	- Rates and Charges				
	- Verification		0.15%	NA	
	- Combination of a verification and interruption of a conversation		0.15%	NA	
	Operator Assisted Local Calls				
	- Dial Station Message Toll Charges for the lowest rate step (0-10 miles), plus the appropriate Operator Service Charge, as set forth in Tariff A.6, apply to local calls placed with the assistance of a Utility operator.				
	MESSAGE TELECOMMUNICATION SERVICE				
	STANDARD SERVICE OFFERINGS				
	Two-Point Message Telecommunication Service				
	- Rates and Charges - Message Toll Rate - Reno LATA				
	- Rate Periods and Rate Discounts				
	- Monday thru Friday				
	- day rate (8:00 am to 5:00 pm) = 0% discount.				
	- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Saturday, night rate, all hours = 50% discount.				

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NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Sunday ²				
	- night rate (8:00 am to 5:00pm) = 50% discount.				
	- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Mileage and Corresponding Rates for Different				
	Classes of Service - Day Rate Period				
	- Residence - Dial Station-to-Station				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 11-22				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 23-55				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 56-124				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 125-plus				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	-Business and assisted types of calls				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 11-22				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 23-55				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 56-124				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 125-plus				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- Operator Assisted Messages				
	- In addition to the Dial Station-to-Station Rate, the following service charges are applicable as outlined in Regulations section A6.2.1.B.6.				
	- Customer Dialed Calling Card		18.05%	NA	
	- Operator Assisted Calling Card		18.05%	NA	
	- Operator Assisted Station		18.05%	NA	
	- Operator Assisted Person		18.05%	NA	
	- Coin Station Service and Coin Person Service				
	- The charge for a call paid for by coin deposit in a public coin telephone is the sum of the Business two-point message rates, operator assisted service charge and federal tax, rounded to the nearer multiple of \$.05.				
	Toll Stations				
	- Rates and Charges				
	- Individual Access Lines and Primary Station Service				
	- Individual access line		18.05%	NA	
	- Extension Station Service Line				
	- Where located off the premises on which the primary service point is located.				
	- Installation charge		NA	0%	
	- Monthly rate				
	Message Toll Telephone Service				
	- See this tariff for a complete list of rate centers and Central Offices in the State of Nevada, together with V-H coordinates for use in determining air-line mileages for message toll telephone service and measured exchange service.				
	Toll Service - Station Service				
	- Rates				
	- Each business or residence toll service-station, per year		18.05%	NA	
	- Interconnection of two toll service-station lines terminating at same toll station or toll switchboard, each message		18.05%	NA	
	- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message		18.05%	NA	
	OPTIONAL CALLING PLANS				
	Dial One Metro				
	- Rates and Charges				
	- Dial One Metro - Residence				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Non-recurring ¹			18.05%	
	- Dial One Metro - Business				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%	NA	
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
	- Non-recurring ¹		NA	18.05%	
	- Dial One Metro or Equivalent ²				
	- From Rural Telephone Company prefix 969 to				
	EAD 7		18.05%	18.05%	

NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
WIDE AREA TELECOMMUNICATION SVC. (WATS)					
OUTWARD WATS AND 800 SERVICE					
Outward WATS and 800 Service					
- Charges and Rates					
- Installation Charge					
- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.					
- Extension Station Lines					
- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.					
- Move and Change Charge					
- Move or change an outward statewide access line			NA	18.05%	
- Move or change an outward intraLATA access line			NA	18.05%	
- Move or change an 800 access line			NA	18.05%	
Outward WATS					
- Rates and Charges					
- Access Rates					
- Statewide (Band 8)					
- Access line, each ¹			18.05%	NA	
- IntraLATA only (Band 9), within the customer's serving LATA					
- Access line, each			18.05%	NA	
- InterLATA only (Band 11), outside the customer's serving LATA					
- Access line, each			18.05%	NA	
- Monthly Usage Rates					
- Average Hours of Use per Line - Outward WATS					
- 0 - 15			18.05%	NA	
- 15.1 - 40			18.05%	NA	
- 40.1 - 80			18.05%	NA	
- over 80			18.05%	NA	
800 Service					
- Rates and Charges					
- Access Rates - Statewide					
- Access Line, each			18.05%	NA	
- Monthly Usage Rates - Statewide					
- Hours of Usage					
- Business Day, Monday thru Friday, 9a.m. to 9p.m.			18.05%	NA	
- Off Peak, All Other Hours			18.05%	NA	
CENTRAL OFFICE SERVICES					
TELEPHONE ANSWERING SERVICE					
Secretarial Answering Service					
- Rates and Charges					
- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.					
- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:					
- 1/4 to 3/4 miles, flat rate					
- each extension line			18.05%	NA	
- 4/4 to 7/4 miles, flat rate					
- each extension line			18.05%	NA	
- over 7/4 miles, flat rate					
- each extension line			18.05%	NA	
MISCELLANEOUS SERVICE OFFERINGS					
MILEAGE CHARGES					
Extension Lines					
- Rates and Charges					
- Apply to each extension, PBX, order receiving equipment and key equipment station line.					
- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)					
- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)					
- Each one-quarter mile or fraction thereof-					
- Each extension station			18.05%	NA	
- Each PBX station			18.05%	NA	
- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)					
- Each extension station line or key equipment station line, per local loop (1 required per line)			18.05%	NA	
- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)			18.05%	NA	
- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)					
- First one-quarter mile or fraction thereof-					
- Each PBX station			18.05%	NA	

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NRO - Nonrecurring only
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NA - Not Applicable

NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each extension station		18.05%	NA	
	- Each additional one-quarter mile or fraction there- of-				
	- Each PBX station		18.05%	NA	
	- Each extension station		18.05%	NA	
	- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:				
	- for one customer;				
	- served by dedicated cable between premises of same customer on noncontinuous property;				
	- minimum cable capacity of 100 pairs and less than on airline mile in length.				
	- Each dedicated cable				
	- basic termination charge		NA	0%	
	- rate per month		0%	NA	
	- Service Area Transmission Equipment				
	- installation charge		NA	0%	
	- rate per month		0%	NA	
	- expense incurred by the Utility to meet transmission and/or signaling requirements.				
	Tie Line Service				
	- Rates and Charges				
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)		18.05%	NA	
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)		18.05%	NA	
	MISCELLANEOUS SWITCHING ARRANGEMENTS				
	Arrangements for Night, Sunday, and Holidays				
	- Rates and Charges				
	- Termination in Central Office, With Night Listing for Private Branch Exchange System:				
	- each terminal		18.05%	NA	
	Multiple Line Control Arrangements				
	- Rates and Charges				
	- First 6 Lines of a Group		18.05%	18.05%	
	- Each Additional Line of Same Group		18.05%	18.05%	
	TOLL RESTRICTION SERVICES				
	Toll Diversion				
	- Rates and Charges				
	- Changes in Telephone Prefixes and Codes: Each change in diverting equipment arrangement or call control equipment to divert or not divert calls to one or more telephone prefixes or codes:				
	- For each Group of Trunks having the same diverting arrangement		NA	18.05%	
	- Access Code Diverting Service:				
	- Each central office arrangement of a trunk of a dial PBX system to divert access code "0" or "1"		18.05%	18.05%	
	DISCRETIONARY EXCHANGE SERVICES				
	CUSTOM CALLING 2000				
	- Rates and Charges				
	- Feature Rates				
	- Call Management Features				
	- Call Trace, residence				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Call Trace, business				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Caller ID, residence				
	- per line		18.05%	NA	
	- Caller ID, business				
	- per line		18.05%	NA	
	- Call Return, residence				
	- per line		18.05%	NA	
	- Call Return, business				
	- per line		18.05%	NA	
	- Repeat Dialing, residence				
	- per line		18.05%	NA	
	- Repeat Dialing, business				
	- per line		18.05%	NA	
	- Privacy Features				
	- Per Call Blocking, residence				
	- per line		NA	NA	
	- Per Call Blocking, business				
	- per line		NA	NA	
	- Per Line Blocking, residence				
	- per line		NA	NA	
	- Blocked Call Rejection, residence				
	- per line		18.05%	NA	
	- Blocked Call Rejection, business				

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

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- per line		18.05%	NA	
	- Screen List Editing Features				
	- Call Screen, residence				
	- per line		18.05%	NA	
	- Call Screen, business				
	- per line		18.05%	NA	
	- Priority Ringing, residence				
	- per line		18.05%	NA	
	- Priority Ringing, business				
	- per line		18.05%	NA	
	- Select Call Forwarding, residence				
	- per line		18.05%	NA	
	- Select Call Forwarding, business				
	- per line		18.05%	NA	
	- Multi-feature discounts				
	- Multi-feature discount rates will apply when ordering the following CC2000 features:				
	- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding, and Blocked Call Rejection.				
	- Multi-feature discounts apply to both Residence and Business features.				
	- One feature, current discount is 0%				
	- Two or more features, current discount is 25%				
	EXPRESS CALL COMPLETION SERVICE (ECCS)				
	- Rates and Charges				
	- Per affirmative activation, per call		18.05%	NA	
	PRIMARY RATE ISDN (PRI)				
	- Rates and Charges				
	- Primary Rate Interface ^{1,2}				
	- 23B+Primary D interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- Additional interfaces				
	- 24B interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- 23B+Back-up D interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- Optional Features ¹				
	- Alternate Route, each route		18.05%	18.05%	
	- PRI - NET, each PRI interface and Centrex		18.05%	18.05%	
	- Non-PRI Foreign Exchange/Foreign Prefix Connection, each path/each telephone number		18.05%	18.05%	
	- PRI Subgroup, each subgroup		18.05%	18.05%	
	- Private Facility Connection, each facility group/trunk group connected		18.05%	18.05%	
	- User to User Information, each PRI interface		18.05%	18.05%	
	- Change Charges				
	- PRI Miscellaneous Change Charge				
	- Each affected PRI serving arrangement		NA	18.05%	
	OPTIONAL DISCOUNT TOLL CALLING PLANS				
	- Rates and Charges				
	- Comstock Plan - Residence				
	- Monthly Toll Usage Revenues				
	- \$0 - \$49.99				
	- per minute rate is not changed				
	- \$50.00 and above, per minute rate				
	- per minute rate		18.05%	NA	
	- Bonanza Plan - Business				
	- Monthly Toll Usage Revenues				
	- \$0 - \$14.99				
	- per minute rate is not changed				
	- \$15.00 - \$49.99				
	- per minute rate		18.05%	NA	
	- \$50.00 - \$249.99				
	- per minute rate		18.05%	NA	
	- \$250.00 and above				
	- per minute rate		18.05%	NA	
	- Optional Term Discounts - Business				
	- 1- Year Term= Additional 5%		18.05%	NA	
	- 2- Year Term= Additional 10%		18.05%	NA	
	- 3- Year Term= Additional 15%		18.05%	NA	
	PRIVATE LINE SERVICES				
	CHANNELS				
	Charges.				
	- Channel Termination for Telephone Sets:				
	- Each move or change of a channel termination		NA	18.05%	
	- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.				

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NA - Not Applicable

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each change in location of a termination of a channel made on same premises at the customer's request		NA	18.05%	
	- Change of Channel Termination where Customer-Owned Teletypewriter of Morse Station Eq. is used.				
	- Each termination moved or changed on the same premises at the customer's request		NA	18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
	- Station channel		NA	18.05%	
	- Station channel extension		NA	18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.				
	- Each termination of a channel moved or changed on the same premises at the customer's request		NA	18.05%	
	- Moves to different premises.				
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.				
	CLASSIFICATION AND RATES				
	Series 1000 Channels				
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002 and 1005:			NA	
	- Half Duplex		18.05%		
	- Full Duplex		18.05%	NA	
	- Type 1006				
	- Half duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for Each First Termination				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002 and 1005:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Type 1006:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each first termination on premises				
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Types 1001 and 1009C: ¹				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002, 1005, and 1006:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Parallel Drop - up to 30 Bauds				
	- Local Channel:, Each		18.05%	18.05%	
	- Type 1009C Channels ²				
	- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)		18.05%	18.05%	
	- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.				
	- Station Arrangement - 150 Baud				
	- The rate applies to each first termination.				
	- Station Arrangement, Each		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:				
	- Type 1001 and 1009C:				
	- First 40 miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Type 1002, 1005, and 1006:					
	- First 40 miles					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Next 210 miles					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Each Additional Mile					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.				
	- Battery				
	- Battery Supply Other Than Dry Cells:				
	- Each A.C. or D.C. Battery Tap		18.05%	NA	
	- Private Line Teletypewriter Service and Channels				
	- Rates and Charges				
	- Local or Interexchange Private Line Teletypewriter Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- 150 Baud				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for termination on a premises				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- 60, 75, and 100 Speed and 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channels between Exchanges				
	- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:				
	- Channel Terminal:				
	- Each		18.05%	NA	
	- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel per Airline Mile				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply if applicable.				
	- Station Arrangement - 150 Baud Service				
	- The charge applies:				
	- once to a Channel entirely on the same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	-Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	NA	

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for each first termination on a premise.				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 1, 2, 3, and 3A				
	- Types 1002, 1005, 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels):				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule O:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Schedule 1, 2, 3, and 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%		
	- Full Duplex		18.05%		
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
	Series 2000 Channels				
	- Private Line Telephone Service and Channels				
	- Charges and Rates				
	- Local or Interexchange Private Line Telephone Service and Channels				
	- Channel between the first 2 terminations on different premises on the same continuous property:				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Signaling (if required)				
	- Per Local Loop or Channel		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels):				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal:				
	- Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 Miles:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Next 210 Miles:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Additional Mile:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.				
	- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.				
	- Switching Arrangements (See Regulation 1.(1))				
	- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.				
	- Switching Arrangement:				
	- Local Service or Channel:				
	- Each		18.05%	NA	
	- Interexchange Service or Channel:				
	- Each		18.05%	NA	
	- Private Line Services and Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premise				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on				

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	different premises on the same continuous property as the first termination				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.				
	Series 3000 Channels				
	- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels-				
	Type 3001				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for Each First Termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office				
	- Half Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 miles				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Interexchange Channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.				
	- Station Arrangement - 150 Bauds				
	- This charge applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	- Channel conditioning arrangements may be				

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
		provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1.				
		- Signaling for Type 3001 Channels (if required)				
		- Per Local Loop or Channel Arranged		18.05%	NA	
		- A change in termination from 1 channel to another at the customer's request will be treated as a new installation.				
		- Channels for Data Transmission				
		- Charges and Rates				
		- Local or Interexchange Private Line Channels-				
		Schedules 3A and 4				

NEVADA BELL TEL CO d/b/a SBC NEVADA
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4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Bulk Pricing (for large volumes of Type 3002)				
	(See NOTE 4 for nonrecurring charge information)				
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Channel Terminal, Bulk Pricing:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month		18.05%	NA	
	- Charge to meet Bulk Pricing "minimum" channel service charge requirement				
	- per channel		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Schedule 4:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also				

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
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4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	apply, if applicable.				
	- Signaling for Schedule 4 Channels (if required)				
	- Local Loop or Channel:				
	- Arranged for Signaling		18.05%	NA	
	- Station Arrangements - Schedule 3A				
	- The rate applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	- Switching Arrangements for Schedule 4				
	Channels are furnished with the rates and provisions of Tariff PL B3.2.2.				
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.				
	- Local Area Data Channels (LADC)				
	- Charges and Rates				
	- Channel between first two terminations on different premises on the same continuous property.				
	- Type:				
	- 2-wire, Each		18.05%	NA	
	- 4-wire, Each		18.05%	NA	
	- Termination				
	- Each		NA	18.05%	
	- Channel between two terminations.				
	- Local Loop for each termination.				
	- Type:				
	- 2-wire, Each		18.05%	NA	
	- 4-wire, Each		18.05%	NA	
	- Termination:				
	- Each		NA	18.05%	
	Other Channels				
	- Bell and Lights System Attack Warning Service				
	This service is not offered at this time.				
	- Farmer Lines				
	- Rates and Charges				
	- Connection Charge				
	- Each connection made with customer-owned facilities				
	- Channel Rate - Each Channel				
	- In Cable				
	- Each one-quarter mile or fraction thereof, airline measurement, per year		18.05%	NA	
	- Open Wire				
	- First one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
	- Each additional one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
	OTHER FEATURES AND ARRANGEMENTS				
	Classification and Rates - Channel Conditioning				
	- Charges and Rates				
	- Type C1, C2, and C4 Channel Conditioning				
	- For the First Station in an Exchange:				
	- On a 2-point Channel not arranged for Switching:				
	- Type C1		18.05%	18.05%	
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- On a 2-point Channel arranged for:				
	- Switching Type C1		18.05%	18.05%	
	- Multi Point Type C1		18.05%	18.05%	
	- On a Multi Point Channel:				
	- Type C2		18.05%	18.05%	
	- For Each Additional Station on the Same Channel and in the Same Exchange as the First Station:				
	- Type C1		18.05%	18.05%	
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- Type D1, High Performance Data Conditioning applies to Schedule 4 Channels for data transmission.				
	- When High Performance Data Conditioning is ordered subsequent to the installation of the Data Channel, a charge equal to the Installation Charge for the Local Channel will apply for each Local Channel in addition to the charge for the High Performance Data Conditioning.				
	- On a 2-point Channel not arranged for Switching:				
	- Type D1, Per Channel		NA	18.05%	
	Classification and Rates - Signaling Options				
	- Charges and Rates				
	- Dial Conditioning Arrangement used with Channels Between Non-contiguous Exchanges				
	- The dial conditioning arrangement charge would not apply when furnished at a service point equipped with an interexchange switching arrangement.				
	- Dial Signaling Arrangement:				
	- Per Point Service		18.05%	NA	
	- Dial Termination Arrangement:				
	- Per Point Service		18.05%	NA	
	Classification and Rates - Multipoint Service and Multistation Arrangements				

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

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Charges and Rates				
	- Intraexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	- Interexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	DIGITAL ACCESS SERVICE				
	DIGITAL DATA SERVICE				
	Rates and Charges				
	- Channels Between Digital Cities				
	- The rates below apply for each two-point channel section furnished between Digital City Rate Centers.				
	- Airline Mileage				
	- Each mile at 2.4 Kbps		18.05%	NA	
	- Each mile at 4.8 Kbps		18.05%	NA	
	- Each mile at 9.6 Kbps		18.05%	NA	
	- Each mile at 56 Kbps		18.05%	NA	
	- Channels				
	- Each channel at 2.4 Kbps		18.05%	NA	
	- Each channel at 4.8 Kbps		18.05%	NA	
	- Each channel at 9.6 Kbps		18.05%	NA	
	- Each channel at 56 Kbps		18.05%	NA	
	- Local Distribution Channel				
	- The rates below apply for each two-point Local Distribution Channel terminated at a station in a Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.				
	- Transmission speed				
	- 2.4 Kbps		18.05%	18.05%	
	- 4.8 Kbps		18.05%	18.05%	
	- 9.6 Kbps		18.05%	18.05%	
	- 56 Kbps		18.05%	18.05%	
	- Interoffice Digital Channel				
	- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.				
	- Transmission speed per channel				
	- 2.4 Kbps		18.05%	NA	
	- 4.8 Kbps		18.05%	NA	
	- 9.6 Kbps		18.05%	NA	
	- 56 Kbps		18.05%	NA	
	- Transmission speed per airline mile				
	- 2.4 Kbps		18.05%	NA	
	- 4.8 Kbps		18.05%	NA	
	- 9.6 Kbps		18.05%	NA	
	- 56 Kbps		18.05%	NA	
	- Multi-Station Arrangement				
	- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation				
	- Each station		18.05%	NA	
	- Move Charges				
	- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.				
	- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.				
	HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				
	Rates and Charges				
	- 1.544 Mbps. HICAP Service				
	- Channel Termination				
	- Initial circuit				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Each additional circuit (same two locations)				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage				
	- Channel Mileage Facility				
	- per mile		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage Termination				
	- per termination		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Optional Features and Functions				
	- Central Office Multiplexing				
	- DS-1 to Voice/Digital		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	Mult-Service Optical Network (MON)		18.05%	18.05%	

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

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means **SBC NEVADA** and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 **"CMDS Host"** means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable , to settle end user message detail through BOC CATS.
- 1.3 **"Calling Card and Third Number Settlement" ("CATS")** means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 **"Centralized Message Data System I" ("CMDS")** means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). **SBC NEVADA** is a CMDS direct participant.
- 1.5 **"Customer Calling Card Messages"** means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is **SBC NEVADA**, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is **SBC NEVADA**.
- 1.7 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.
- 1.9 **"Customer Third Number Billed Message"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is **SBC NEVADA**, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 “**SBC NEVADA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC NEVADA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 “**SBC NEVADA Collect Messages**” means messages where the charges are billed to the called end user who is a **SBC NEVADA** Subscriber and where the Transporting LEC is Customer.
- 1.14 “**SBC NEVADA Non-CATS Messages**” means **SBC NEVADA** Collect Messages, **SBC NEVADA** Calling Card Messages and/or **SBC NEVADA** Third Number Billed Messages as those terms are defined herein.
- 1.15 **SBC NEVADA Subscriber** means an end user who has authorized **SBC NEVADA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC NEVADA**.
- 1.16 “**SBC NEVADA Third Number Billed Messages**” means messages where (i) the charges are billed to a **SBC NEVADA** Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 “**Transporting LEC**” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where **SBC NEVADA** and (ii) the settlement of **SBC NEVADA** Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 **SBC NEVADA** shall forward Customer Non-CATS Messages to Customer. **SBC NEVADA** shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and **SBC NEVADA**. Customer shall inform **SBC NEVADA** whether Customer is designating itself or an agent for receipt of Customer’s messages by completing **SBC NEVADA**’s “Technical Requirements” packet. Thereafter, Customer may change its designation only by completing a new **SBC NEVADA** “Technical Requirement” packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing (“MPB”) agreement with **SBC NEVADA** and has informed **SBC NEVADA** of Customer’s designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall forward **SBC NEVADA** Non-CATS Messages to **SBC NEVADA**. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to **SBC NEVADA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.3 **SBC NEVADA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **SBC NEVADA** and Customer warrant that the

billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.

- 3.4 The exchange of detail messages between SBC Nevada and Customer shall be based on any mutually acceptable medium...

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that SBC NEVADA forwards to Customer, SBC NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due SBC NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:

4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.

4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to SBC NEVADA.

4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to SBC NEVADA.

4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by SBC NEVADA.

- 4.3 For SBC NEVADA Non-CATS messages billed to SBC NEVADA Subscribers that Customer forwards to SBC NEVADA, Customer shall calculate the amount due based on the following formula:

Rated Value of SBC NEVADA Non-CATS Messages

- Unbillable Messages
- SBC NEVADA Billing Charge

= Amount Due Customer

- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of SBC NEVADA Non-CATS Messages means the total computed charges for SBC NEVADA Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of SBC NEVADA Non-CATS Messages that were not billable to a SBC NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC NEVADA, that are returned by SBC NEVADA in a timely fashion to Customer.

4.4.3 SBC NEVADA Billing Charge means the SBC NEVADA per message billing rate, as set forth in Exhibit A, times the number of SBC NEVADA Non-CATS Messages received by SBC NEVADA.

- 4.5 Within 15 business days following the end of each calendar month, SBC NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by SBC NEVADA;

- Customer Non-CATS Messages (by number and associated rated value) returned to SBC NEVADA as Rejected and Unbillable Messages;
 - Amount Due SBC NEVADA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due SBC NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify SBC NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A

RATE SCHEDULE

Customer Billing Charge	\$.05 per message
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<u>SBC NEVADA</u> Billing Charge	\$.05 per message
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EXHIBIT B

NON-CMDS OUTCOLLECTS

(LC46 Report)

Billed By Company (e.g. XYZ)

OCN:-----

Effective 3/1

	INTERSTATE			INTRASTATE		
	INTRA # Msgs.	\$'s	INTER # Msgs.	INTRA # Msgs.	\$'s	INTER # Msgs.
Revenue Exch. Rcds						
- Collectibles	10	50.00	0	1000	10,000.00	10
- Billing and Collection (.05 per message)		(\$.50)			(\$ 50.00)	
						10.00
Recording Services	15		11	22		19
Sub-Total	26	\$52.00	11	1032	\$10,010.00	29
						\$9.50
Msg. Processing charge @ .014 per msg.		\$.26			\$ 10.32	\$.29
Total		\$52.26			\$10,020.32	\$ 9.79
Access/Interconnection	# Messages	MOU	# Messages	# Messages	MOU	MOU
- CABS – MOU	50	100	0	850	19,450	60
- CABS Cancel	2		0	35	120	0
End User Billing						
- 800 Service	1		0	72	15	2
- Errored Returns	50					0
- Other Services	0	0	0	60	45	

- NOTES:
- Assumption is that all settlements will be handled as Net-Settlements
 - One report will be created for each tape transmitted and a copy will be sent with each tape.
 - A monthly summary will be created. Work effort 8852

APPENDIX PERFORMANCE MEASUREMENTS

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1. INTRODUCTION3

2. EXCLUSIVE REMEDY3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for **SBC NEVADA**. Under the PMP/PIP, **SBC NEVADA** is obligated to make payments ("Incentive Payments") to CLECs in the event **SBC NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **SBC NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.
- 1.4 As used herein, "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC NEVADA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **SBC NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **SBC NEVADA** does not at this time so agree.
- 1.7 In addition to the exclusions described in the PMP/PIP, **SBC NEVADA** shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for SBC NEVADA failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

APPENDIX-PRICING (OHIO)

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APPENDIX PRICING (OHIO)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC OHIO** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC OHIO** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OHIO and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

B

C

D

Total Access Lines:

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

See: Tariff 20, Part 4, Section 1, Sheets 1-47

- 1.9 SBC OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set

forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC OHIO provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC OHIO's current generic contract rate for the Product or Service set forth in SBC OHIO's applicable state-specific generic pricing schedule as published on SBC OHIO's CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC OHIO's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC OHIO for that Product or Service and incorporated into SBC OHIO's current state-specific generic pricing schedule as published on SBC OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC OHIO provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC OHIO shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC OHIO shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC OHIO's right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 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.
- 2.2 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 OHIO 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 OHIO 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 may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OHIO network, without any changes to SBC OHIO'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 applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others 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 OHIO to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful 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. **BILLING**

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

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
2	<u>NETWORK ELEMENTS</u>					
3	<u>Loops</u>					
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46		See NRC prices below	
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52		See NRC prices below	
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65		See NRC prices below	
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61		See NRC prices below	
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50		See NRC prices below	
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72		See NRC prices below	
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61		See NRC prices below	
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50		See NRC prices below	
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72		See NRC prices below	
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67		See NRC prices below	
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76		See NRC prices below	
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99		See NRC prices below	
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46		See NRC prices below	
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15		See NRC prices below	
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50		See NRC prices below	
19	Conditioning for dB Loss				See NRC prices below	
20	4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75		See NRC prices below	
21	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 29.31		See NRC prices below	
22	4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81		See NRC prices below	
23	2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49		See NRC prices below	
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10		See NRC prices below	
25	2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96		See NRC prices below	
26	DS1 - Metro (Access Area B)	4U1XB	\$ 31.77			
27	DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79			
28	DS1 - Rural (Access Area D)	4U1XD	\$ 50.38			
29	DS3 - Metro (Access Area A)	U4D3A	\$ 335.08			
30	DS3- Suburban (Access Area B)	U4D3B	\$ 409.73			
31	DS3 - Rural (Access Area C)	U4D3C	\$ 523.90			
32						
33	<u>DSL Capable Loops</u>					
34	<u>2-Wire xDSL Loop</u>					
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46		See NRC prices below	
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52		See NRC prices below	
37	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65		See NRC prices below	
38						
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46		See NRC prices below	
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52		See NRC prices below	
41	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65		See NRC prices below	
42						
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46		See NRC prices below	
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52		See NRC prices below	
45	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65		See NRC prices below	
46						
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46		See NRC prices below	
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52		See NRC prices below	
49	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65		See NRC prices below	
50						
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46		See NRC prices below	
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52		See NRC prices below	
53	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65		See NRC prices below	
54						
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46		See NRC prices below	
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52		See NRC prices below	
57	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65		See NRC prices below	
58	<u>4-Wire xDSL Loop</u>					
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75		See NRC prices below	
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31		See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81		See NRC prices below	
62	<u>IDSL Capable Loop</u>					
63	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38		See NRC prices below	
64	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34		See NRC prices below	
65	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79		See NRC prices below	
66						
67	<u>Loop Non-Recurring Charges</u>					
68	Service Ordering - Per Order	SEPUP	N/A		\$ 16.02	N/A
69	Service Ordering - Add/Change Per Order	REAH9	NA		\$ 16.02	N/A
70	Line Connection - Per Loop	SEPUC	N/A		\$ 30.61	N/A
71	Line Connection - Add/Change Per Loop	REAH5	NA		\$ 30.61	N/A
72	<u>Loop Non-Recurring Charges (DS3 Loops)</u>					
73	DS3 - Administrative	NR9OY	N/A		\$ 205.57	N/A
74	DS3 - Design & Central Office	NR9O1	N/A		\$ 643.36	N/A
75	DS3 - Customer Connection	NR9O3	N/A		\$ 219.32	N/A
76						
77	Service Coordination fee per account, per CO.		\$ 0.48			
78						
79	LST					

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
80		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$ 172.76	
81		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		\$ 153.03	
82							
83		<u>Loop Qualification Process</u>					
84	**	Loop Qualification Process - Mechanized	NR98U	N/A		\$ 0.10	N/A
85	**	Loop Qualification Process - Manual	NRBXU	N/A		\$ 22.50	N/A
86							
87	** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to						
88	retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement; or						
89	(3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.						
90							
91		<u>xDSL Conditioning Options</u>					
92							
93	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A		\$ 10.28	N/A
94	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A		\$ 66.10	N/A
95							
96	***	DSL Conditioning Options - >12KFT and < 17.5KFT					
97	***	Removal of Repeater Options	NRBXV	N/A		\$0.00	N/A
98	***	Removal Bridged Tap Option	NRBXW	N/A		\$0.00	N/A
99	***	Removal of Load Coil	NRBXZ	N/A		\$0.00	N/A
100	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
101	***	Removal of Repeater Options	NRBNL	N/A		\$0.00	N/A
102	***	Removal Bridged Tap Option	NRBNK	N/A		\$0.00	N/A
103	***	Removal of Load Coil	NRBNJ	N/A		\$0.00	N/A
104	***						
105							
106	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who ordered/orders						
107	an xDSL capable loop, the HFPL and/or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates: For loops 17,500 feet in actual						
108	loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim PUCO Rates"). However, due to necessary programming						
109	changes, these Interim PUCO Rates will not be implemented in OH until in or around December 2003. When implemented, the Parties acknowledge and agree that						
110	the Interim PUCO Rates shall automatically apply to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to						
111	March 13, 2003 ("Rate Effective Date"); and shall apply on a prospective basis until the						
112	establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop rate(s), the Interim PUCO Rates shall be subject to retroactive true-up						
113	with the PUCO final loop conditioning rate(s) back to the Rate Effective Date.						
114							
115	Remove All or Non-Excessive Bridged Tap (RABT) - MMP						
116		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		\$ 245.00	
117		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		\$ 634.27	
118		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element in	NRMRS	None		\$ 245.00	
119		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None		\$ 245.00	
120							
121							
122		<u>SUB-LOOPS</u>					
123	##	ECS to SAI sub-loop					
124	##	2 Wire Analog - area B	PENDING	\$ 1.77		See NRC prices below	
125	##	2 Wire Analog - Area C	PENDING	\$ 1.72		See NRC prices below	
126	##	2 Wire Analog - area D	PENDING	\$ 1.68		See NRC prices below	
127	##	4 Wire Analog - area B	PENDING	\$ 3.55		See NRC prices below	
128	##	4 Wire Analog - area C	PENDING	\$ 3.45		See NRC prices below	
129	##	4 Wire Analog - area D	PENDING	\$ 3.37		See NRC prices below	
130	##	2 Wire DSL - area B	PENDING	\$ 1.77		See NRC prices below	
131	##	2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below	
132	##	2 Wire DSL - area D	PENDING	\$ 1.66		See NRC prices below	
133	##	4 Wire DSL - area B	PENDING	\$ 3.54		See NRC prices below	
134	##	4 Wire DSL - area C	PENDING	\$ 3.40		See NRC prices below	
135	##	4 Wire DSL - area D	PENDING	\$ 3.33		See NRC prices below	
136	##	ECS to Terminal sub-loop					
137	##	2 Wire Analog - area B	PENDING	\$ 3.39		See NRC prices below	
138	##	2 Wire Analog - Area C	PENDING	\$ 4.54		See NRC prices below	
139	##	2 Wire Analog - area D	PENDING	\$ 5.83		See NRC prices below	
140	##	4 Wire Analog - area B	PENDING	\$ 6.78		See NRC prices below	
141	##	4 Wire Analog - area C	PENDING	\$ 9.09		See NRC prices below	
142	##	4 Wire Analog - area D	PENDING	\$ 11.66		See NRC prices below	
143	##	2 Wire DSL - area B	PENDING	\$ 3.39		See NRC prices below	
144	##	2 Wire DSL - area C	PENDING	\$ 4.52		See NRC prices below	
145	##	2 Wire DSL - area D	PENDING	\$ 5.81		See NRC prices below	
146	##	4 Wire DSL - area B	PENDING	\$ 6.77		See NRC prices below	
147	##	4 Wire DSL - area C	PENDING	\$ 9.04		See NRC prices below	
148	##	4 Wire DSL - area D	PENDING	\$ 11.62		See NRC prices below	
149	##	ECS to NID sub-loop					
150	##	2 Wire Analog - area B	PENDING	\$ 6.03		See NRC prices below	
151	##	2 Wire Analog - Area C	PENDING	\$ 7.29		See NRC prices below	
152	##	2 Wire Analog - area D	PENDING	\$ 8.60		See NRC prices below	
153	##	4 Wire Analog - area B	PENDING	\$ 9.41		See NRC prices below	
154	##	4 Wire Analog - area C	PENDING	\$ 12.44		See NRC prices below	
155	##	4 Wire Analog - area D	PENDING	\$ 15.12		See NRC prices below	

THE OHIO BELL
TELEPHONE COMPANY d/b/a SBC OHIO
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC OHIO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
156	##	2 Wire DSL - area B	PENDING	\$	6.03		See NRC prices below
157	##	2 Wire DSL - area C	PENDING	\$	7.27		See NRC prices below
158	##	2 Wire DSL - area D	PENDING	\$	8.58		See NRC prices below
159	##	4 Wire DSL - area B	PENDING	\$	9.41		See NRC prices below
160	##	4 Wire DSL - area C	PENDING	\$	12.40		See NRC prices below
161	##	4 Wire DSL - area D	PENDING	\$	15.08		See NRC prices below
162	##	SAI to Terminal sub-loop					
163	##	2 Wire Analog - area B	PENDING	\$	2.08		See NRC prices below
164	##	2 Wire Analog - Area C	PENDING	\$	3.30		See NRC prices below
165	##	2 Wire Analog - area D	PENDING	\$	4.63		See NRC prices below
166	##	4 Wire Analog - area B	PENDING	\$	4.16		See NRC prices below
167	##	4 Wire Analog - area C	PENDING	\$	6.59		See NRC prices below
168	##	4 Wire Analog - area D	PENDING	\$	9.27		See NRC prices below
169	##	2 Wire DSL - area B	PENDING	\$	2.07		See NRC prices below
170	##	2 Wire DSL - area C	PENDING	\$	3.27		See NRC prices below
171	##	2 Wire DSL - area D	PENDING	\$	4.61		See NRC prices below
172	##	4 Wire DSL - area B	PENDING	\$	4.15		See NRC prices below
173	##	4 Wire DSL - area C	PENDING	\$	6.55		See NRC prices below
174	##	4 Wire DSL - area D	PENDING	\$	9.23		See NRC prices below
175	##	SAI to NID sub-loop					
176	##	2 Wire Analog - area B	PENDING	\$	4.72		See NRC prices below
177	##	2 Wire Analog - Area C	PENDING	\$	6.05		See NRC prices below
178	##	2 Wire Analog - area D	PENDING	\$	7.41		See NRC prices below
179	##	4 Wire Analog - area B	PENDING	\$	6.79		See NRC prices below
180	##	4 Wire Analog - area C	PENDING	\$	9.95		See NRC prices below
181	##	4 Wire Analog - area D	PENDING	\$	12.73		See NRC prices below
182	##	2 Wire DSL - area B	PENDING	\$	4.71		See NRC prices below
183	##	2 Wire DSL - area C	PENDING	\$	6.03		See NRC prices below
184	##	2 Wire DSL - area D	PENDING	\$	7.39		See NRC prices below
185	##	4 Wire DSL - area B	PENDING	\$	6.78		See NRC prices below
186	##	4 Wire DSL - area C	PENDING	\$	9.91		See NRC prices below
187	##	4 Wire DSL - area D	PENDING	\$	12.69		See NRC prices below
188	##	Terminal to NID sub-loop					
189	##	2 Wire Analog - area B	PENDING	\$	2.86		See NRC prices below
190	##	2 Wire Analog - Area C	PENDING	\$	2.97		See NRC prices below
191	##	2 Wire Analog - area D	PENDING	\$	3.00		See NRC prices below
192	##	4 Wire Analog - area B	PENDING	\$	2.78		See NRC prices below
193	##	4 Wire Analog - area C	PENDING	\$	3.62		See NRC prices below
194	##	4 Wire Analog - area D	PENDING	\$	3.75		See NRC prices below
195	##	2 Wire DSL - area B	PENDING	\$	2.86		See NRC prices below
196	##	2 Wire DSL - area C	PENDING	\$	2.97		See NRC prices below
197	##	2 Wire DSL - area D	PENDING	\$	3.00		See NRC prices below
198	##	4 Wire DSL - area B	PENDING	\$	2.78		See NRC prices below
199	##	4 Wire DSL - area C	PENDING	\$	3.62		See NRC prices below
200	##	4 Wire DSL - area D	PENDING	\$	3.75		See NRC prices below
201	##	NID sub-loop element					
202	##	2 Wire Analog - area B	PENDING	\$	0.18		See NRC prices below
203	##	2 Wire Analog - Area C	PENDING	\$	0.18		See NRC prices below
204	##	2 Wire Analog - area D	PENDING	\$	0.18		See NRC prices below
205	##	4 Wire Analog - area B	PENDING	\$	0.35		See NRC prices below
206	##	4 Wire Analog - area C	PENDING	\$	0.33		See NRC prices below
207	##	4 Wire Analog - area D	PENDING	\$	0.33		See NRC prices below
208	##	2 Wire DSL - area B	PENDING	\$	0.18		See NRC prices below
209	##	2 Wire DSL - area C	PENDING	\$	0.18		See NRC prices below
210	##	2 Wire DSL - area D	PENDING	\$	0.18		See NRC prices below
211	##	4 Wire DSL - area B	PENDING	\$	0.35		See NRC prices below
212	##	4 Wire DSL - area C	PENDING	\$	0.33		See NRC prices below
213	##	4 Wire DSL - area D	PENDING	\$	0.33		See NRC prices below
214	##	2 Wire ISDN Compatible - area B	PENDING	\$	0.18		See NRC prices below
215	##	2 Wire ISDN Compatible - area C	PENDING	\$	0.18		See NRC prices below
216	##	2 Wire ISDN Compatible - area D	PENDING	\$	0.18		See NRC prices below
217	##	4 Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
218	##	4 Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
219	##	4 Wire DS1 Compatible - area D	PENDING	TBD			See NRC prices below
220	##	Sub-Loop Non-Recurring Charges					
221	##	2-Wire Analog Sub-Loop	PENDING			\$	217.57
222	##	4-Wire Analog Sub-Loop	PENDING			\$	218.54
223	##	2-Wire xDSL Digital Sub-Loop	PENDING			\$	250.83
224	##	4-Wire xDSL Digital Sub-Loop	PENDING			\$	255.11
225	##	2-Wire ISDN Digital Sub-Loop	PENDING			\$	278.37
226	##	4-Wire DS1 Digital Sub-Loop	PENDING			\$	470.27
227	##	Sub-Loop Service Order Charge					
228	##	Establish, per occasion	PENDING			\$	16.23
229	##	Sub-Loop Line Connection Charge					
230	##	per occasion	PENDING			\$	31.00
231							
232		Cross Connects					

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

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
233		2-Wire	CXCT2	\$	0.15	NA	
234		4-Wire	CXCT4	\$	0.29	NA	
235		DS1/LT1	CXCDX	\$	0.40	NA	
236		DS3/LT3	CXC8X	\$	0.70	NA	
237	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$	30.54	N/A	
238							
239		Dedicated Transport					
240		Interoffice Transport:					
241		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$	14.79	NA	
242		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$	1.64	NA	
243		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$	127.75	NA	
244		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$	21.61	NA	
245		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$	127.75	NA	
246		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$	21.61	NA	
247							
248		Multiplexing					
249		DS1 to Voice Grade	QMVX1-X3	\$	279.80	NA	
250		DS3 to DS1	QM3X1-X3	\$	372.85	NA	
251							
252		Dedicated Transport Cross Connects					
253		DS1	CXCDX	\$	0.40	NA	
254		DS3	CXCEX	\$	0.70	NA	
255							
256		Dedicated Transport Optional Features & Functions					
257		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			\$	402.28
258							
259		Dedicated Transport Installation & Rearrangement Charges					
260		DS1 Administration Charge - Per Order	ORCMX	NA		\$	394.30
261		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$	624.17
262		Carrier Connection Charge - Per Order	NRBBL	NA		\$	512.19
263		DS3 Administration Charge - Per Order	ORCMX	NA		\$	299.28
264		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$	663.29
265		Carrier Connection Charge - Per Order	NRBBL	NA		\$	351.77
266							
267		Dark Fiber					
268		Dark Fiber Interoffice					
269		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX		\$75.79	NA	
270		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF		\$0.00159	NA	
271		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX		\$3.20	NA	
272		Inquiry (Per Request)					
273		Dark Fiber Interoffice Transport - NRC	NR9D6	NA		\$290.65	
274		FIRM ORDER (Per Fiber Strand)					
275		Administrative per Order					
276		Connect	NRB51	NA		\$11.53	
277		Disconnect	NR9H2	NA		\$10.21	
278		Connect	NRB52	NA		\$343.23	
279		Disconnect	NR9H3	NA		\$90.67	
280		Dark Fiber Interoffice Transport - NRC					
281		Connect	NRB54	NA		\$414.95	
282		Disconnect	NR9H5	NA		\$160.42	
283							
284							
285		Routine Modifications					
286		Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB	
287							
288							
289		LNP					
290		****Local Number Portability	NSR	\$0.00		N/A	
291		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
292		effective October 1, 2004.					
293		Maintenance of Service Charge	VRP	NA		\$	71.00
294							
295							
296		OTHER					
297	##	Directory Assistance					
298		Facility-based DA					
299		Directory Assistance, per call	OPEN	\$	0.30	NA	NA
300		Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search) , per call	OPEN	\$	0.35	NA	NA
301		Business Category Search (BCS), per call	OPEN	\$	1.10	NA	NA
302		Directory Assistance Call Completion (DACC)	OPEN	\$	0.15	NA	NA
303							
304	##	Branding - Other - Initial/Subsequent Load	OPEN			\$	1,800.00
305	##	- per call	OPEN	\$	0.025		
306	##	Branding - Facility Based - Initial/Subsequent Load					
307	##	- Branding, per trunk group	OPEN	NA		\$	800.00
308	##	Rate Reference - Initial Load	OPEN	NA		\$	2,200.00
309	##	Rate Reference - Subsequent Load	OPEN	NA		\$	1,000.00

THE OHIO BELL
TELEPHONE COMPANY d/b/a SBC OHIO
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC OHIO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
310	##	DA Listing Liscense			
311	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
312	##	- per listing for initial load	OPEN	NA	\$ 0.040
313	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
314	##	Option #2 Full File (all states inclusive) Billable Release			
315	##	- per listing for initial load	OPEN	NA	\$ 0.020
316	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
317	##	- per usage/query	OPEN	NA	\$ 0.020
318	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
319	##	- per listing for initial load	OPEN	NA	\$ 0.050
320	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
321	##	Option #4 Pick & Choose (by state) Billable Release			
322	##	- per listing for initial load	OPEN	NA	\$ 0.020
323	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
324	##	- per usage/query	OPEN	NA	\$ 0.020
325					
326	##	Operator Services			
327	##	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA
328	##	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA
329	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00
330	##	- per call	OPEN	\$ 0.025	
331	##	Branding - Facility Based - Initial/Subsequent Load			
332	##	- per trunk group	OPEN	NA	\$ 800.00 NA
333	##	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
334	##	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
335					
336		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA
337					
338		Structure Access - Poles & Ducts		Annually	
339		Pole Attachments, per Pole attachment*	OPEN	\$ 2.52	
340		Conduit, per Foot of innerduct	OPEN	\$ 0.74	
341		Innerduct, per ft	OPEN	\$ 0.37	
342		Application fee	OPEN		\$ 200.00
343		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
344		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
345					
346		Emergency Number Service Access			
347		911 Selective Router Interconnection			
348		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
349		-Each DSO installed	USAGE	N/A	\$ 364.69
350		-Analog Channel Interface	EV69X	\$ 28.72	\$ 436.62
351		ANI/ALI/SR and Database Management			
352		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
353		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
354		911 Selective Router Switch Administration			
355		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
356					
357		INTERCARRIER COMPENSATION			
358		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007	
359					
360					
361	##	Rate elements not included in TELRIC order			
362		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
363	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.			
364		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to SBC			
365		Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.			
366		The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.			
367					
368	RESALE			RESALE DISCOUNTS	RESALE DISCOUNTS
369	BUSINESS			RECURRING	NON-RECURRING
370		LOCAL EXCHANGE SERVICE			
371		Business 1 Party	RESALE	20.29%	20.29%
372		Business - Measured	RESALE	20.29%	20.29%
373		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
374					
375		EXPANDED LOCAL CALLING			
376		Extended Area Service	RESALE	20.29%	20.29%
377					
378		VERTICAL SERVICES			
379		Anonymous Call Rejection	RESALE	20.29%	20.29%
380		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
381		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
382		Call Blocker	RESALE	20.29%	20.29%
383		Call Forwarding	RESALE	20.29%	20.29%
384		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
385		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%

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

THE OHIO BELL
TELEPHONE COMPANY d/b/a SBC OHIO
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SBC OHIO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
386		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
387		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
388		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
389		Call Trace	RESALE	20.29%	20.29%
390		Call Waiting	RESALE	20.29%	20.29%
391		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
392		Caller ID (Calling Number)	RESALE	20.29%	20.29%
393		MultiRing Service -1 (Personalized Ring - 1 Dependent Number)	RESALE	20.29%	20.29%
394		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
395		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
396		Selective Call Forwarding	RESALE	0.00%	0.00%
397		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
398		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
399		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
400		RCF, Intrastate	RESALE	20.29%	20.29%
401		RCF, Interstate, International	RESALE	20.29%	20.29%
402		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
403		RCF to 800	RESALE	20.29%	20.29%
404		RCF Additional	RESALE	20.29%	20.29%
405		Speed Calling 8	RESALE	20.29%	20.29%
406		Speed Calling 30	RESALE	20.29%	20.29%
407		Three Way Calling	RESALE	20.29%	20.29%
408		Call Screening	RESALE	20.29%	20.29%
409		Busy Line Transfer	RESALE	20.29%	20.29%
410		Alternate Answer	RESALE	20.29%	20.29%
411		Message Waiting - Tone	RESALE	20.29%	20.29%
412		Easy Call	RESALE	20.29%	20.29%
413		Prime Number Service	RESALE	20.29%	20.29%
414		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
415		Name and Number Delivery Service	RESALE	20.29%	20.29%
416					
417		DID			
418		DID	RESALE	20.29%	20.29%
419					
420		TRUNKS			
421		Trunk	RESALE	20.29%	20.29%
422					
423		AIN			
424		Area Wide Networking	RESALE	20.29%	20.29%
425		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
426		SBC Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
427		SBC Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
428					
429		OTHER			
430		Grandfathered Services	RESALE	0.00%	0.00%
431		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
432		TouchTone (Business)	RESALE	20.29%	20.29%
433		TouchTone (Trunk)	RESALE	20.29%	20.29%
434					
435		Data Services			
436		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
437		PBX Trunks	RESALE	20.29%	20.29%
438		Mult-Service Optical Network (MON)	RESALE	20.29%	20.29%
439		OCn-PTP	RESALE	20.29%	20.29%
440		ADTS-E	RESALE	20.29%	20.29%
441		DS0	RESALE	20.29%	20.29%
442		DS1	RESALE	20.29%	20.29%
443		DS3	RESALE	20.29%	20.29%
444					
445		ISDN			
446		ISDN	RESALE	20.29%	20.29%
447					
448		DIRECTORY ASSISTANCE SERVICES	RESALE	20.29%	20.29%
449		Local Operator Assistance Service	RESALE	20.29%	20.29%
450		Reverse Directory Assistance	RESALE	\$1.25	NA
451		Business Category Search (BCS), per call	RESALE	20.29%	20.29%
452		TOLL			
453		TOLL	RESALE	20.29%	20.29%
454					
455		OPTIONAL TOLL CALLING PLANS			
456		Optional Toll Calling Plans	RESALE	20.29%	20.29%
457					
458		CENTREX (PLEXAR)			
459		CENTREX ACS	RESALE	20.29%	20.29%
460		CENTREX ACS SBC Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
461					
462		PRIVATE LINE			
463		Analog Private Lines	RESALE	20.29%	20.29%

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

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
464		Private Line Channel Services	RESALE	20.29%	20.29%
465					
466		RESIDENCE		RESALE DISCOUNTS	
467		LOCAL EXCHANGE SERVICE		RECURRING	NON- RECURRING
468		Life Line	RESALE	0.00%	0.00%
469		Residence 1 Party	RESALE	20.29%	20.29%
470		Residence Measured	RESALE	20.29%	20.29%
471					
472		EXPANDED LOCAL CALLING			
473		Extended Area Service	RESALE	20.29%	20.29%
474					
475		VERTICAL SERVICES			
476		Anonymous Call Rejection	RESALE	20.29%	20.29%
477		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
478		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
479		Call Blocker	RESALE	20.29%	20.29%
480		Call Forwarding	RESALE	20.29%	20.29%
481		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
482		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
483		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
484		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
485		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
486		Call Trace	RESALE	20.29%	20.29%
487		Call Waiting	RESALE	20.29%	20.29%
488		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
489		Caller ID (Calling Number)	RESALE	20.29%	20.29%
490		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
491		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
492		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
493		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
494		RCF, Intrastate	RESALE	20.29%	20.29%
495		RCF, Interstate, International	RESALE	20.29%	20.29%
496		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
497		RCF to 800	RESALE	20.29%	20.29%
498		RCF Additional	RESALE	20.29%	20.29%
499		Selective Call Forwarding	RESALE	20.29%	20.29%
500		Speed Calling 8	RESALE	20.29%	20.29%
501		Three Way Calling	RESALE	20.29%	20.29%
502		Call Screening	RESALE	20.29%	20.29%
503		Busy Line Transfer	RESALE	20.29%	20.29%
504		Alternate Answer	RESALE	20.29%	20.29%
505		Message Waiting - Tone	RESALE	20.29%	20.29%
506		Easy Call	RESALE	20.29%	20.29%
507		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
508		Name and Number Delivery Service	RESALE	20.29%	20.29%
509					
510		ISDN			
511		ISDN	RESALE	20.29%	20.29%
512					
513		DIRECTORY ASSISTANCE SERVICES	RESALE	20.29%	20.29%
514		Local Operator Assistance Service	RESALE	20.29%	20.29%
515		Reverse Directory Assistance	RESALE	\$1.25	NA
516					
517		OTHER			
518					
519		Grandfathered Services	RESALE	0.00%	0.00%
520		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
521		TouchTone	RESALE	20.29%	20.29%
522		Home Services Packages	RESALE	20.29%	20.29%
523					
524		TOLL			
525					
526		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
527		IntraLATA MTS	RESALE	20.29%	20.29%
528		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
529		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
530		Access Services (See Access Tariff)	RESALE	0%	0%
531		Additional Directory Listings	RESALE	20.29%	20.29%
532		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
533		Connection Services	RESALE	20.29%	20.29%
534		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
535		Shared Tenant Service	RESALE	0%	0%
536		Toll Restriction	RESALE	20.29%	20.29%
537		Restoral of Service Charge	RESALE	0%	0%
538					

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
539	Electronic Billing Information Data (daily usage)	RESALE	\$0.00			
540	per message					
541						
542	Local disconnect Report (LDR)					
543	Per WTN	RESALE	\$0.00			
544						
545	Line Connection Charge					
546	Complex (Residence)	RESALE			20.29%	
547	Complex (Business)	RESALE			20.29%	
548	Simple (Residence)	RESALE			20.29%	
549	Simple (Business)	RESALE			20.29%	
550						
551	Service Order/Service Request Charge					
552	Complex (Residence)	RESALE			20.29%	
553	Complex (Business)	RESALE			20.29%	
554	Simple (Residence)	RESALE			20.29%	
555	Simple (Business)	RESALE			20.29%	
556						
557	Non-Electronic (Manual) Service Order Charge					
558	Complex (Residence)	RESALE			\$9.02	
559	Complex (Business)	RESALE			\$9.02	
560	Simple (Residence)	RESALE			\$9.02	
561	Simple (Business)	RESALE			\$9.02	

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION.....

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2. RESULTS OF COLLABORATIVE PROCESS.....

3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to SBC OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OHIO** - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the SBC/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that SBC OHIO is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on SBC's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with

the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by SBC in response to the Collaborative Process as then posted on SBC's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, SBC OHIO shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (OKLAHOMA)

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APPENDIX PRICING (OKLAHOMA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC OKLAHOMA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC OKLAHOMA** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone A	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 1, 2, or 3 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone B	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 4 or 5 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone C	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 6 or 7 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff

- 1.9 **SBC OKLAHOMA**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC OKLAHOMA** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC OKLAHOMA** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC OKLAHOMA**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC OKLAHOMA**'s current generic contract rate for the Product or Service set forth in **SBC OKLAHOMA**'s applicable state-specific generic pricing schedule as published on **SBC OKLAHOMA**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC OKLAHOMA** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC OKLAHOMA**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC OKLAHOMA**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC OKLAHOMA** for that Product or Service and incorporated into **SBC OKLAHOMA**'s current state-specific generic pricing schedule as published on **SBC OKLAHOMA**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC OKLAHOMA** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC OKLAHOMA** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC OKLAHOMA** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC OKLAHOMA**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC OKLAHOMA**'s right to charge and collect payment for such Products and/or Services.

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 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 service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 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 OKLAHOMA 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 OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an 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.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OKLAHOMA network, without any changes to SBC OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC OKLAHOMA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC OKLAHOMA

March 23, 2005

APPENDIX PRICING
Effective Date: xx/xx/xx
SBC OKMETROPOLITAN

A Date of Last Update	B Effective Date	C Agreement Type	D Appendix	E Product Type Group	F Product Type	G Rate Element Description	H USOCs	I Current Monthly Recurring Rate	J Current Non- Recurring Rate (Initial)	K Current Non- Recurring Rate (Additional)	L Source of Rate
1		INTERCONNECTION	UNE	0	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 46.15	\$ 23.08	
2						2-Wire Analog Zone 1 (Rural)	U21	\$ 35.00	\$ 37.50	\$ 15.65	
3						2-Wire Analog Zone 2 (Suburban)	U21	\$ 18.00	\$ 37.50	\$ 15.65	
4						2-Wire Analog Zone 3 (Urban)	U21	\$ 13.00	\$ 37.50	\$ 15.65	
5						2-Wire Analog Zone 1 (Rural)	RB9	\$ 35.00	NA	NA	
6						2-Wire Analog Zone 2 (Suburban)	RB9	\$ 18.00	NA	NA	
7						2-Wire Analog Zone 3 (Urban)	RB9	\$ 13.00	NA	NA	
8						Conditioning for dB loss from 8db to 5db	U2	\$ 7.80	\$ 33.97	\$ 12.65	
9						4-Wire Analog Zone 1(Rural)	U4H	\$ 72.36	\$ 37.50	\$ 15.65	
10						4-Wire Analog Zone 2 (Suburban)	U4H	\$ 40.52	\$ 37.50	\$ 15.65	
11						4-Wire Analog Zone 3 (Urban)	U4H	\$ 30.39	\$ 37.50	\$ 15.65	
12						2-Wire Digital Zone 1(Rural)	U2Q	\$ 72.86	\$ 93.24	\$ 48.88	
13						2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 47.60	\$ 93.24	\$ 48.88	
14						2-Wire Digital Zone 3 (Urban)	U2Q	\$ 41.14	\$ 93.24	\$ 48.88	
15						2-Wire Digital Zone 1(Rural)	RB8	\$ 72.86	NA	NA	
16						2-Wire Digital Zone 2 (Suburban)	RB8	\$ 47.60	NA	NA	
17						2-Wire Digital Zone 3 (Urban)	RB8	\$ 41.14	NA	NA	
18						DS1 Loop Zone 1(Rural)	U4DTX	\$ 166.57	\$ 220.25	\$ 86.81	
19						DS1 Loop Zone 2 (Suburban)	U4DTX	\$ 142.87	\$ 220.25	\$ 86.81	
20						DS1 Loop Zone 3 (Urban)	U4DTX	\$ 134.61	\$ 220.25	\$ 86.81	
21						DS1 Loop Zone 1(Rural)	RB6	\$ 166.57	NA	NA	
22						DS1 Loop Zone 2 (Suburban)	RB6	\$ 142.87	NA	NA	
23						DS1 Loop Zone 3 (Urban)	RB6	\$ 134.61	NA	NA	
24						DS3 Loop Zone 1 (Rural)	U4D3X	\$ 1,493.71	\$ 849.78	\$ 374.82	
25						DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,455.33	\$ 849.78	\$ 374.82	
26						DS3 Loop Zone 3 (Urban)	U4D3X	\$ 1,087.24	\$ 849.78	\$ 374.82	
27						2 Wire Analog - Non Recurring Charge Zone 1-;	NRFR1	NA	\$ 37.50	\$ 15.65	
28						2 Wire Digital - Non Recurring Charge Zone 1-;	NRFR3	NA	\$ 93.24	\$ 48.88	
29						2 Wire Analog - Non Recurring Charge Zone 1-;	NRFR4	NA	\$ 220.25	\$ 86.81	
30						4 Wire Digital - Non Recurring Charge Zone 1-;					
31			DSL	0	DSL Capable Loops	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 35.00	\$ 37.50	\$ 15.65	
32				1	2-Wire xDSL Loop**1	PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 18.00	\$ 37.50	\$ 15.65	
33						PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 13.00	\$ 37.50	\$ 15.65	
34						PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 35.00	\$ 37.50	\$ 15.65	
35						PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 18.00	\$ 37.50	\$ 15.65	
36						PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 13.00	\$ 37.50	\$ 15.65	
37						PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 35.00	\$ 37.50	\$ 15.65	
38						PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 18.00	\$ 37.50	\$ 15.65	
39						PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 13.00	\$ 37.50	\$ 15.65	
40						PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 35.00	\$ 37.50	\$ 15.65	
41						PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 18.00	\$ 37.50	\$ 15.65	
42						PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 13.00	\$ 37.50	\$ 15.65	
43						PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 35.00	\$ 37.50	\$ 15.65	
44						PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 18.00	\$ 37.50	\$ 15.65	
45						PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 13.00	\$ 37.50	\$ 15.65	
46						PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 35.00	\$ 37.50	\$ 15.65	
47						PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 18.00	\$ 37.50	\$ 15.65	
48						PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 13.00	\$ 37.50	\$ 15.65	
49						PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 72.37	\$ 37.50	\$ 15.65	
50				1	4-Wire xDSL Loop**1	PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 40.52	\$ 37.50	\$ 15.65	
51						PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 30.39	\$ 37.50	\$ 15.65	
52											

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC OKLAHOMA

March 23, 2005

APPENDIX PRICING
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53					0	DSL Capable Loops	DSL Loop Zone 1 (Rural)	UY5FX	\$ 72.87	\$ 93.24	\$ 48.88	
54							DSL Loop Zone 2 (Suburban)	UY5FX	\$ 47.60	\$ 93.24	\$ 48.88	
55							DSL Loop Zone 3 (Urban)	UY5FX	\$ 41.14	\$ 93.24	\$ 48.88	
56					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 2.10	\$ 62.04	\$ 48.22	
57							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 2.10	\$ 62.04	\$ 48.22	
58							4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 4.17	\$ 71.56	\$ 58.54	
59					0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
60							Loop Qualification Process - Manual	NRBXU	N/A	\$ 95.10	N/A	
61							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
62					0	LST	LST performed on CODSLAM Loop	URCLD	None	\$ 211.08	None	
63							LST performed on Sub Loop	URCLB	None	\$ 194.30	None	
64					0	xDSL Conditioning Options	xDSL loop conditioning UNE Loops 12,000 feet to 17,500 feet					
65					1	Removal of Load Coils						
66							Initial Rate	NRBXZ	N/A	\$ 822.06	N/A	
67							Additional Same Location / Same Cable	NRMNN	N/A	\$ 19.37	N/A	
68							Additional Same Location / Different Cable	NRMNO	N/A	\$ 351.74	N/A	
69					2	Removal of Excessive Bridge Tap						
70							Initial Rate	NRBXW	N/A	\$ 362.37	N/A	
71							Additional Same Location / Same Cable	NRMNG	N/A	\$ 19.37	N/A	
72							Additional Same Location / Different Cable	NRMNH	N/A	\$ 124.15	N/A	
73					2	Removal of Repeaters						
74							Initial Rate	NRBXV	N/A	\$ 315.36	N/A	
75							Additional Same Location / Same Cable	NRMNA	N/A	\$ 13.79	N/A	
76						Removal of Load Coils & Excessive Bridge Tap	Additional Same Location / Different Cable	NRMNB	N/A	\$ 119.37	N/A	
77					2							
78							Initial Rate	NRBXF	N/A	\$ 1,184.43	N/A	
79							Additional Same Location / Same Cable	NRMNF	N/A	\$ 38.73	N/A	
80							Additional Same Location / Different Cable	NRMNL	N/A	\$ 475.90	N/A	
81					2	Removal Excessive Bridge Tap & Repeater						
82							Initial Rate	NRBXH	N/A	\$ 659.14	N/A	
83							Additional Same Location / Same Cable	NRMND	N/A	\$ 33.16	N/A	
84							Additional Same Location / Different Cable	NRMNE	N/A	\$ 242.73	N/A	
85					1	xDSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.						
86					2	Removal of Load Coils						
87							Initial Rate	NRBNJ	N/A	\$ 286.15	N/A	
88							Additional Same Location / Same Cable	NRMNY	N/A	\$ 6.57	N/A	
89							Additional Same Location / Different Cable	NRMNZ	N/A	\$ 116.98	N/A	
90					2	Removal of Excessive Bridge Tap						
91							Initial Rate	NRBNK	N/A	\$ 210.58	N/A	
92							Additional Same Location / Same Cable	NRMNU	N/A	\$ 9.29	N/A	
93							Additional Same Location / Different Cable	NRMNV	N/A	\$ 62.24	N/A	
94					2	Removal of Repeaters						
95							Initial Rate	NRBNL	N/A	\$ 315.36	N/A	
96							Additional Same Location / Same Cable	NRMNL	N/A	\$ 13.79	N/A	
97							Additional Same Location / Different Cable	NRMNR	N/A	\$ 118.58	N/A	
98					2	Removal of Load Coils & Excessive Bridge Tap						
99							Initial Rate	NRBM8	N/A	\$ 480.79	N/A	
100							Additional Same Location / Same Cable	NRMNV	N/A	\$ 15.85	N/A	
101							Additional Same Location / Different Cable	NRMNX	N/A	\$ 179.22	N/A	
102					2	Removal Excessive Bridge Tap & Repeater						
103							Initial Rate	NRBTU	N/A	\$ 498.06	N/A	
104							Additional Same Location / Same Cable	NRMNS	N/A	\$ 23.08	N/A	

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105							Additional Same Location / Different Cable	NRMNT				
106					3	Removal of All Bridged Tap RABT- MIMP						
107							Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.		None	\$	359.35	None
108							Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.		None	\$	930.27	None
109							Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental		None	\$	359.35	359.35
110							Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental		None	\$	359.35	359.35
111							DS1 Loop to Collocation	UDLY4	\$	8.90	\$	101.70
112							DS3 C.O. Cross Connect to Collocation	UCXBX	\$	32.00	\$	157.84
113							2-Wire Analog Loop to Collocation	UCXC2	\$	2.10	\$	62.04
114				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$	2.10	\$	62.04
115							4-Wire Analog Loop to Collocation	UCXC4	\$	4.17	\$	71.56
116							4-Wire Analog Loop to Collocation (without testing)	UCXD4 (UCXC2)	\$	4.17	\$	71.56
117							2-Wire Digital Loop to Collocation	under development (UCXD2)	\$			58.54
118							2-Wire Digital Loop to Collocation	under development (UCXD2)	\$	2.10	\$	62.04
119							2-Wire Digital Loop to Collocation (without testing)	under development (UDLX2)	\$	2.10	\$	62.04
120							2-wire Analog Loop to Analog Line Port	UDLX2	\$	\$0.00	NA	NA
121							2-wire Analog Loop to Analog DID Trunk Port	under development		\$	70.71	\$
122							2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$	\$0.00	NA	NA
123							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRRP5				
124							4 Wire Digital Loop to ISDN PRI/DSL Trunk Port -Non Recurring Charge	NRRP8		NA	\$	70.71
125							DS3 C.O. Cross Connect to Collocation	UCXBX	\$	32.00	\$	80.44
126					0	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$	3.78	None	None
127							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$	3.20	None	None
128							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$	2.01	None	None
129							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$	25.92	None	None
130							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$	14.59	None	None
131							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$	10.80	None	None
132							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$	30.19	None	None
133							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$	19.20	None	None
134							ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$	15.33	None	None
135							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$	22.73	None	None
136							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$	11.95	None	None
137							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$	9.35	None	None
138							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$	27.00	None	None

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139							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$	16.56	None	None
140							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$	13.88	None	None
141							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$	4.41	None	None
142							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$	4.75	None	None
143							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$	4.68	None	None
144							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$	7.57	None	None
145							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$	6.41	None	None
146							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$	4.03	None	None
147							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$	51.84	None	None
148							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$	29.19	None	None
149							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$	21.61	None	None
150							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$	58.56	None	None
151							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$	35.91	None	None
152							ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	\$	28.33	None	None
153							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$	45.47	None	None
154							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$	23.91	None	None
155							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$	18.70	None	None
156							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$	52.18	None	None
157							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$	30.63	None	None
158							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$	25.42	None	None
159							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$	7.02	None	None
160							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$	7.02	None	None
161							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$	7.02	None	None
162							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$	3.80	None	None
163							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$	3.23	None	None
164							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$	2.01	None	None
165							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$	25.94	None	None
166							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$	14.62	None	None
167							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$	10.80	None	None
168							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$	30.20	None	None

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169							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 19.23	None	None	
170							ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 15.33	None	None	
171							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 22.75	None	None	
172							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.98	None	None	
173							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 9.35	None	None	
174							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 27.02	None	None	
175							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.58	None	None	
176							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 13.88	None	None	
177							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.41	None	None	
178							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.75	None	None	
179							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.68	None	None	
180							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 7.60	None	None	
181							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 6.46	None	None	
182							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 4.03	None	None	
183							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 51.87	None	None	
184							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 29.24	None	None	
185							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 21.61	None	None	
186							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.59	None	None	
187							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.96	None	None	
188							ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 28.33	None	None	
189							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 45.50	None	None	
190							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 23.96	None	None	
191							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 18.70	None	None	
192							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 52.22	None	None	
193							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.68	None	None	
194							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 25.42	None	None	
195							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 7.02	None	None	
196							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 7.02	None	None	
197							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.02	None	None	
198					0	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 448.78	\$ 170.20	

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199							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$	450.33	\$	171.77	
200							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$	448.78	\$	170.20	
201							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$	450.57	\$	171.77	
Dedicated Transport (DT)														
202							DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$	148.99	\$	301.93	\$	179.82
203							DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$	92.19	\$	301.93	\$	179.82
204							DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$	78.09	\$	301.93	\$	179.82
205							DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$	140.40	\$	301.93	\$	179.82
206							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$	7.68	None	None	None	
207							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$	14.17	None	None	None	
208							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$	2.24	None	None	None	
209							DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$	2.99	None	None	None	
210							DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$	2,007.79	\$	336.40	\$	218.88
211							DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$	1,223.73	\$	336.40	\$	218.88
212							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$	822.78	\$	336.40	\$	218.88
213							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$	1,696.31	\$	336.40	\$	218.88
214							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$	160.14	None	None	None	
215							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$	274.35	None	None	None	
216							DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$	58.67	None	None	None	
217							DS1 to Collocation	ULNJS	\$	58.13	None	None	None	
218							DS3 to Collocation	UCXHX	\$	8.90	\$	101.70	\$	67.27
219							DS1 to VG	UCXJX	\$	29.16	\$	107.23	\$	72.83
220							DS3 to DS1	UM4BX	\$	182.83	\$	178.12	\$	105.56
221							Dark Fiber - Interoffice per strand	UM4AX	\$	632.51	\$	895.90	\$	522.41
222							Dark Fiber - Interoffice per foot	ULYCX	\$	68.21	\$	1,681.06	\$	1,681.06
223							Dark Fiber - Interoffice Inquiry	ULNCF	\$	0.013236	None	None	None	
224							Dark Fiber - Interoffice per foot	ULNCF	\$	0.009097	None	None	None	
225							Dark Fiber - Interoffice per foot	ULNCF	\$	0.012156	None	None	None	
226							Dark Fiber Cross Connect - Interoffice	UKCJX	\$	7.65	\$	78.27	\$	78.27
227							Dark Fiber - Interoffice Inquiry	NR9D6	None	\$	592.17	\$	592.17	
Cross Connects to Point of Access														
228					0		2-wire Analog Loop to POA - Method 1 (POA)	UXRA1	\$	1.30	\$	93.15	\$	72.40
229							2-wire Analog Loop to POA - Method 2	UXRA2	\$	1.30	\$	93.15	\$	72.40
230							2-wire Analog Loop to POA - Method 3	UXRA3	\$	1.30	\$	93.15	\$	72.40
231					0		Routine Modifications	N3RUE	NA	None	ICB	NA	NA	
232					0		Service Order Charges	NRBUQ	None	\$	47.95	None	None	
233							Manual Change - Simple	NRBUQ	None	\$	46.22	None	None	
234							Manual Record - Simple	NRBUQ	None	\$	28.64	None	None	
235							Manual Disconnect - Simple	NRBUW	None	\$	23.98	None	None	
236							Manual Suspend - Simple	NRBJZ	None	\$	28.64	None	None	
237							Manual Restore - Simple	NRBJ9	None	\$	28.64	None	None	
238							Manual Expedited - Simple	NRMV1	None	\$	46.22	None	None	
239							Manual Customer Not Ready - Simple	NRMV5	None	\$	46.22	None	None	
							Manual Due Date Change or Cancellation - Simple							
240								NRMV3	None	\$	46.22	None	None	
241							Manual New - Complex	NRBUR	None	\$	196.00	None	None	

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242							Manual Change - Complex	NRBUP	None	\$ 108.96		None
243							Manual Record - Complex	NRBUX	None	\$ 91.31		None
244							Manual Disconnect - Complex	NRBUX	None	\$ 52.41		None
245							Manual Suspend - Complex	NRBJ7	None	\$ 91.31		None
246							Manual Restore - Complex	NRBJ8	None	\$ 91.31		None
247							Manual Expedited - Complex	NRMV2	None	\$ 108.96		None
248							Manual Customer Not Ready - Complex	NRMV6	None	\$ 108.96		None
							Manual Due Date Change or Cancellation - Complex					
249							Electronic New - Simple	NRMV4	None	\$ 108.96		None
250							Electronic New - Complex	NR9W2	None	\$ 3.33		None
251							Electronic Change - Simple	NRBGX	None	\$ 84.59		None
252							Electronic Change - Simple	NR9GG	None	\$ 3.33		None
253							Electronic Change - Complex	NR9G8	None	\$ 84.59		None
254							Electronic Record - Simple	NR9GU	None	\$ 3.33		None
255							Electronic Record - Complex	NR9G7	None	\$ 5.34		None
256							Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33		None
257							Electronic Disconnect - Complex	NR9G9	None	\$ 28.91		None
258							Electronic Suspend - Simple	NRBJ5	None	\$ 3.33		None
259							Electronic Restore - Simple	NRBJ6	None	\$ 3.33		None
260							Electronic Expedited - Simple	NRMV7	None	\$ 3.33		None
261							Electronic Expedited - Complex	NRMVX	None	\$ 3.33		None
262							Electronic Customer Not Ready - Simple	NRMV9	None	\$ 3.33		None
263							Electronic Customer Not Ready - Complex	NRMVY	None	\$ 3.33		None
							Electronic Due Date Change or Cancellation - Simple					
264							Electronic Due Date Change or Cancellation - Complex	NRMV8	None	\$ 3.33		None
265							PIC Change Charge	NRMVZ	None	\$ 3.33		None
266							Directory Assistance (DA) - per call	NRBL9	None	\$ 5.00		None
267				Directory Assistance	0		Directory Assistance (DA) - per call	ZZU03	\$ 0.37	None		None
268							Directory Assistance Call Completion (DACC) - per call	ZZU04	\$ 0.37	None		None
269							National Directory Assistance (NDA)	ZZU07	\$ 0.15	None		None
270							National Directory Assistance (NDA)	ZZU05	\$ 0.65	None		None
271							Directory Assistance Non-Pub Emergency Service	ZZU06	\$ 0.65	None		None
272							Directory Assistance - Branding - Initial/Subsequent Load	Not Applicable	\$ 2.00	None		None
273							Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00		None
274							Directory Assistance - Based Rate Reference - Initial Load	ZZUCB	\$ 0.025	None		None
275							Directory Assistance Rate Reference - Subsequent Load	NRBDL	None	\$ 2,200.00		None
276							Directory Assistance Listings (DAL)-Initial Load, per listing	NRBDM	None	\$ 1,000.00		None
277							Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850		None
278							Emergency Message Service	Not Applicable	None	\$ 0.05850		None
279							Business Category Search (BCS)	ZZU0B	\$ 2.10	None		None
280							Reverse Directory Assistance	ZZU08	\$ 0.65	None		None
281							Reverse Directory Assistance	ZZU09	\$ 0.65	None		None
282							Operator Services - Fully Automated Call Processing (Per completed automated call)					
283				Operator Services	0		Operator Services - Operator Assisted Call Processing (Per work second)	ZZU01	\$ 0.15	None		None
284							Operator Services - Branding Initial/Subsequent Load	ZZU02	\$ 0.020	None		None
285							Operator Services - Branding - Per Call	NRBDG	None	\$ 1,800.00		None
286							Operator Services - Rate Reference - Initial Load	ZZUCB	\$ 0.025	None		None
287							Operator Services - Rate Reference - Initial Load	NRBDL	None	\$ 2,200.00		None

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							Operator Services - Rate Reference - Subsequent Load Reference Load					
288							Hosting: Per Record Charge For Full Status RAO	NRBDM Not	None	\$ 1,000.00	None	
289				Hosting	0		Company-Hosting Network Company	Applicable Not	\$ 0.002	None	None	
290							Hosting: Per Record Charge For Full Status RAO	Applicable	\$ 0.005	None	None	
							Company-National CMDS Network					
291							Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
292							Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Network	Not Applicable	\$ 0.010	None	None	
293				Clearinghouse	0		CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
294							CH billing message - per message	Applicable	\$ 0.050	None	None	
295				UNE	0		Basic Time - per half hour	MVV	None	\$ 49.48	\$ 23.78	
296							Overtime - per half hour	MVV	None	\$ 62.10	\$ 30.10	
297							Premium Time - per half hour	MVV	None	\$ 74.73	\$ 36.40	
298					0		Basic Time - per half hour	ALK, ALT, ALH	None	\$ 49.48	\$ 23.78	
299							Overtime - per half hour	ALK, ALT, ALH	None	\$ 62.10	\$ 30.10	
300							Premium Time - per half hour	ALK, ALT, ALH	None	\$ 74.73	\$ 36.40	
301				STRUCTURED ACCESS	0		Poles (\$/attachment/yr.)		\$1.55			
302					1		Full Duct (\$/ft/yr.)					
303					2		Half Duct (\$/ft/yr.)		\$0.67			
304									\$0.34			
305					2					\$ 125.00		
306					2					\$ 125.00		
307				RECIPROCAL COMPENSATION	0							
308												
309							Set up charge, per call	ZZUR8	\$0.00			
310							Duration charge, per MOU	ZZUR2	\$0.00			
311							Set up charge, per call	ZZUR8	\$0.00			
312							Duration charge, per MOU	ZZUR2	\$0.00			
313							Set up charge, per call	ZZUR8	\$0.00			
314							Duration charge, per MOU	ZZUR2	\$0.00			
315							Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131 per MOU	ZZUR2	\$ 0.0007			
316							Set up charge, per call	USEAGE	\$0.00			
317							Duration charge, per MOU	ZZUR1	\$0.00			
318							Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00			
319							Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00			
320							Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00			
321							Termination per Minute of Use Zone Interzone	ZZUST	\$0.00			
322							Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00			
323							Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00			
324							Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00			
325							Facilities per Minute, per Mile Zone Interzone	ZZURF	\$0.00			
326							Transit Rate (Zone 1 - Rural), per MOU	ZZUTN	\$0.001770			
327							Transit Rate (Zone 2 - Suburban), per MOU	ZZUTN	\$0.001485			

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328							Transit Rate (Zone 3 – Urban), per MOU		\$0.001356			
329					0	OCA	OCA Transport & Termination	ZZUTN	None	None	None	
330				RESALE	0	BUSINESS		ZZUR2				
331					1	LOCAL EXCHANGE SERVICE						
332							Business 1 Party		19.80%	19.80%	NA	
333							Business - Multi-Line Hunting		19.80%	19.80%	NA	
334					1	EXPANDED LOCAL CALLING	Expanded Local Calling (Mandatory)		19.80%	19.80%	NA	
335							Mandatory Extended Area Calling Service (EACS)- 1 Party					
336									19.80%	19.80%	NA	
337							Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%	NA	
338							Mandatory EACS - Multi-Line Hunting		19.80%	19.80%	NA	
339							Mandatory EACS - PBX Trunk		19.80%	19.80%	NA	
340					1	VERTICAL SERVICES						
341							Auto Redial		19.80%	19.80%	NA	
342							Call Blocker		19.80%	19.80%	NA	
343							Call Forwarding		19.80%	19.80%	NA	
344							Call Forwarding - Busy Line		19.80%	19.80%	NA	
345							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA	
346							Call Forwarding - Don't Answer		19.80%	19.80%	NA	
347							Call Return		19.80%	19.80%	NA	
348							Call Trace		19.80%	19.80%	NA	
349							Call Waiting		19.80%	19.80%	NA	
350							Calling Name		19.80%	19.80%	NA	
351							Calling Number		19.80%	19.80%	NA	
352							ComCall®		19.80%	19.80%	NA	
353							Personalized Ring (1 dependent number)		19.80%	19.80%	NA	
354							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA	
355							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA	
356							Priority Call		19.80%	19.80%	NA	
357							Remote Access to Call Forwarding		19.80%	19.80%	NA	
358							Selective Call Forwarding		19.80%	19.80%	NA	
359							Simultaneous Call Forwarding		19.80%	19.80%	NA	
360							Speed Calling 8		19.80%	19.80%	NA	
361							Speed Calling 30		19.80%	19.80%	NA	
362							Three Way Calling		19.80%	19.80%	NA	
363					1	DID						
364							DID (First Block of 100 - Category 1)		19.80%	19.80%	NA	
365							DID (First Block of 10 - Category 1)		19.80%	19.80%	NA	
366							DID (Ea. adl. block of 10 after first 10 - Category 1)		19.80%	19.80%	NA	
367							DID (Ea. adl. block of 100 after first 100 - Category 2)		19.80%	19.80%	NA	
368							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%	NA	
369							DID (with Multifrequency)		19.80%	19.80%	NA	
370							DID (with Dual-Tone Multifrequency)		19.80%	19.80%	NA	
371							DID (1st 10 Trunks or access lines)		19.80%	19.80%	NA	
372							DID (11th thru 50th trunk or network access line)		19.80%	19.80%	NA	
373							DID (51st trunk or network access line)		19.80%	19.80%	NA	
374					1	TRUNKS			19.80%	19.80%	NA	
375							Analog Trunks		19.80%	19.80%	NA	
376							Digital Trunks		19.80%	19.80%	NA	
377					1	AIN			19.80%	19.80%	NA	
378							Area Wide Networking		19.80%	19.80%	NA	
379							Caller Intelligdata®		19.80%	19.80%	NA	
380							Disaster Routing Service		19.80%	19.80%	NA	

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381							Intelligent Redirection		19.80%	19.80%	NA	
382							Positive ID		19.80%	19.80%	NA	
383					1	OTHER					NA	
384							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA	
385							Busy Out Arrangements		19.80%	19.80%	NA	
386							Customer Alerting Enablement		19.80%	19.80%	NA	
387							Grandfathered Services		19.80%	19.80%	NA	
388							Hot Line		19.80%	19.80%	NA	
389							Hunting		19.80%	19.80%	NA	
390							Local Operator Assistance Service		19.80%	19.80%	NA	
391							Night Number associated with Telephone Number		19.80%	19.80%	NA	
392							Night Number associated with a Terminal		19.80%	19.80%	NA	
393							Promotions (Greater than 90 days)		19.80%	19.80%	NA	
394							Preferred Number Service		19.80%	19.80%	NA	
395							Telebranch®		19.80%	19.80%	NA	
396							Touch Tone		19.80%	19.80%	NA	
397							Voice Dial		19.80%	19.80%	NA	
398							Warm Line		19.80%	19.80%	NA	
399					1	Data Services					NA	
400							Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.80%	19.80%	NA	
401							PBX Trunks		19.80%	19.80%	NA	
402							Mult-Service Optical Network (MON)		19.80%	19.80%	NA	
403							DS3		19.80%	19.80%	NA	
404					1	ISDN			19.80%	19.80%	NA	
405							Circuit Switched Video/Circuit Switched Data		19.80%	19.80%	NA	
406							Select Video Plus®		19.80%	19.80%	NA	
407							Digilinesm (ISDN BRI)		19.80%	19.80%	NA	
408							Smart Trunksm (ISDN PRI)		19.80%	19.80%	NA	
409							SuperTrunk		19.80%	19.80%	NA	
410					1	TOLL			19.80%	19.80%	NA	
411							IntraLATA MTS		19.80%	19.80%	NA	
412							MaxMizer 800®		19.80%	19.80%	NA	
413							OutWATS		19.80%	19.80%	NA	
414							800 Service		19.80%	19.80%	NA	
415					1	OPTIONAL TOLL CALLING PLANS					NA	
416							1+SAVERsm		19.80%	19.80%	NA	
417							1+SAVER Directsm		19.80%	19.80%	NA	
418							Circle Saver		19.80%	19.80%	NA	
419							Corridor Optional Saver		19.80%	19.80%	NA	
420							Extended Community Saver		19.80%	19.80%	NA	
421					1	PLEXAR®			19.80%	19.80%	NA	
422							Plexar I®		19.80%	19.80%	NA	
423							Plexar II®		19.80%	19.80%	NA	
424							Plexar Custom		Variable	Variable	NA	
425					1	PRIVATE LINE					NA	
426							Analog Private Lines		19.80%	19.80%	NA	
427							Automated Distribution Services		19.80%	19.80%	NA	
428							Digital Loop Service		19.80%	19.80%	NA	
429							Foreign Exchange Service		19.80%	19.80%	NA	
430							Foreign Serving Office		19.80%	19.80%	NA	
431							Frame Relay		19.80%	19.80%	NA	
432							Group Alerting Services		19.80%	19.80%	NA	
433							MegaLink I®		19.80%	19.80%	NA	
434							MegaLink II®		19.80%	19.80%	NA	
435							MegaLink III®		19.80%	19.80%	NA	
436							MicroLink I®		19.80%	19.80%	NA	
437							MicroLink II®		19.80%	19.80%	NA	

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438							MultiPoint Video		19.80%	19.80%		
439							Service Loop Facility Modification Service		19.80%	19.80%		
440					0	RESIDENCE						
441					1	LOCAL EXCHANGE SERVICE						
442							Life Line and Link Up America Services		19.80%	19.80%		
443							Residence 1 Party		19.80%	19.80%		
444							Residence Measured		19.80%	19.80%		
445					1	EXPANDED LOCAL CALLING						
446							Expanded Local Calling (Mandatory)		19.80%	19.80%		
447							Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%		
448							Mandatory EACS - One element measured, 1 Party		19.80%	19.80%		
449					1	VERTICAL SERVICES			19.80%	19.80%		
450							Auto Redial		19.80%	19.80%		
451							Call Blocker		19.80%	19.80%		
452							Call Forwarding		19.80%	19.80%		
453							Call Forwarding - Busy Line		19.80%	19.80%		
454							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%		
455							Call Forwarding - Don't Answer		19.80%	19.80%		
456							Call Return		19.80%	19.80%		
457							Call Trace		19.80%	19.80%		
458							Call Waiting		19.80%	19.80%		
459							Calling Name		19.80%	19.80%		
460							Calling Number		19.80%	19.80%		
461							ComCall®		19.80%	19.80%		
462							Personalized Ring (1 dependent number)		19.80%	19.80%		
							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%		
463							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%		
464							Priority Call		19.80%	19.80%		
465							Remote Access to Call Forwarding		19.80%	19.80%		
466							Selective Call Forwarding		19.80%	19.80%		
467							Simultaneous Call Forwarding		19.80%	19.80%		
468							Speed Calling 8		19.80%	19.80%		
469							Three Way Calling		19.80%	19.80%		
470												
471					1	ISDN						
472					1	OTHER						
							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%		
473							Customer Alerting Enablement		19.80%	19.80%		
474							Grandfathered Services		19.80%	19.80%		
475							Hot Line		19.80%	19.80%		
476							Local Operator Assistance Service		19.80%	19.80%		
477							Promotions (Greater than 90 days)		19.80%	19.80%		
478							Preferred Number Service		19.80%	19.80%		
479							Touch Tone		19.80%	19.80%		
480							Voice Dial		19.80%	19.80%		
481							Warm Line		19.80%	19.80%		
482												
483					0	OTHER (Resale)						
						DIRECTORY ASSISTANCE						
484					1	SERVICES			19.80%	19.80%		
485							Nationwide Listing Services (NLS)		19.80%	19.80%		
486					1	TOLL						
487							Home 800sm		19.80%	19.80%		
488							IntraLATA MTS		19.80%	19.80%		
489					1	OPTIONAL TOLL CALLING PLANS						
490							1+SAVERsm		19.80%	19.80%		
491							1+SAVER Directsm		19.80%	19.80%		

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492						Circle Saver		19.80%	19.80%	NA	
493						Corridor Optional Saver		19.80%	19.80%	NA	
494						Extended Community Saver		19.80%	19.80%	NA	
495						900/976 Call Restriction		19.80%	19.80%	NA	
496						Access Services		0%	0%	NA	
497						Additional Directory Listings		19.80%	19.80%	NA	
498						Bill Plus		5%	5%	NA	
499						Company Initiated Suspension Service		0%	0%	NA	
500						Connections with Terminal Equipment and		0%	0%	NA	
501						Communications Equipment		5%	5%	NA	
502						Consolidated Billing		0%	0%	NA	
503						Construction Charges		0%	0%	NA	
504						Customer Initiated Suspension Service		0%	0%	NA	
505						Exchange Connection Service		0%	0%	NA	
506						Maintenance of Service Charges		0%	0%	NA	
507						Telecommunications Service Priority Systems		0%	0%	NA	
508						Toll Billing Exception		19.80%	19.80%	NA	
509						Toll Restriction		19.80%	19.80%	NA	
510				1	Electronic Billing Information Data			\$ 0.003	NA	NA	
511				1	(daily usage) per message			NA	\$ 13.69	NA	
512				1	Simple conversion charge per billable number			NA	\$ 3.33	NA	
513				1	Electronic conversion orders per billable number			NA	\$ 69.51	NA	
514				1	Complex conversion orders per billable number						
515				2	OS/DA						
516					Branding - Resellers						
517					- Initial Load		NRBDG	NA	\$1,800.00	NA	
518					- Subsequent Load		NRBDG	NA	\$1,800.00	NA	
519				2	- Per Call		ZZUCB	\$ 0.025000	NA	NA	
520					Rate Reference - Reseller		NRBDL	NA	\$2,200.00	NA	
521						- Initial Load	NRBDW	NA	\$1,000.00	NA	
						- Subsequent Load					

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
March 23, 2005

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APPENDIX WP EXHIBIT 1 SBC OKLAHOMA

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			\$2076.92	
Oklahoma City			\$2076.92	
Green Country			\$2076.92	
Okmulgee			\$2076.92	
Tulsa Business			\$2076.92	
Tulsa Residence			\$2076.92	
Bartelsville			\$241.17	
Enid			\$241.17	
Lawton			\$241.17	
Muskogee			\$241.17	
Stillwater			\$241.17	
Ada			\$100.80	
Altus			\$100.80	
Southeast Oklahoma			\$100.80	
Ardmore			\$100.80	
N Seminole Area			\$100.80	
Chandler			\$100.80	
Duncan			\$100.80	
Lake Texoma			\$100.80	
Land of Lakes			\$100.80	
Mcalister			\$100.80	
Pauls Valley			\$100.80	
Ponca City			\$100.80	
Sallisaw			\$100.80	
Spiro			\$100.80	
Tahlequah/Westville			\$100.80	
Western Okla. Regional			\$100.80	
Woodward			\$100.80	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which SBC OKLAHOMA will report performance to CLEC and compare that performance to SBC OKLAHOMA's own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. SBC Oklahoma agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with SBC OKLAHOMA's Performance Measurement Business Rules, as approved by the Corporation Commission of Oklahoma (the "Commission" or "OCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC OKLAHOMA (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.
3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC OKLAHOMA, other CLECs, and Commission representatives.
 - 3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC Oklahoma and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Oklahoma Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
 - 3.2 CLEC and SBC OKLAHOMA will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC OKLAHOMA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC OKLAHOMA shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
4. General Assessments Payable to the Oklahoma State Treasury
 - 4.1 If SBC OKLAHOMA fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.
 - 4.2 If SBC OKLAHOMA alters previously reported data to a CLEC, and after discussions with SBC OKLAHOMA the CLEC disputes such alterations, then the CLEC can request that the Commission review the

submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

- 4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

- 5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and SBC OKLAHOMA's state aggregate data.
- 5.2 In the event SBC OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC OKLAHOMA shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC OKLAHOMA processes, to the extent appropriate.
- 5.3 SBC Oklahoma will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Oklahoma will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement
Percent Responses Received within "X" seconds – OSS Interfaces
Definition:
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.
Exclusions:
None
Business Rules:
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.
For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below. No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply) All measurements below will be reported on a diagnostic basis.	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement
OSS Defects Per Million Opportunities (DPMO)
Definition:
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
Exclusions:
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days

Business Rules:	
<p>The “Minutes of Scheduled Availability” are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest’s operational support systems (OSS) functionality during the reporting period. “OSS Defects” are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An “OSS Defect” for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of “partial availability” (i.e. degraded service conditions).</p> <p>SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • SBC Southwest RAF (by CLEC) = 5000 DPMO • SBC Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<p>For LSRs</p> <ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs. • SBC only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders <p>For ASRs</p> <ul style="list-style-type: none"> • All LSRs • Access Orders purchased from SBC tariffs • Rejected (manual and electronic) ASRs • SBC Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day.

Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will

establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49) E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49) F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement

Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion

Definition:

Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
For manual rejects received electronically only, rejects of LSRs received through manual process.
Business Rules:
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.
<u>Manual Rejects Received Electronically</u> The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document

on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Manual Rejects Received Electronically

The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:

Percentage of Orders that receive SBC-caused Jeopardy Notifications

Definition:

Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.

Exclusions:

N and D service orders

Business Rules:

Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).

Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.

Calculation:	Report Structure:
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(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) Facilities Jeopardies Other SBC caused Jeopardies CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code.. 	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none"> N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
<ul style="list-style-type: none"> Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) Facilities Jeopardies <ul style="list-style-type: none"> POTS (includes the following): <ul style="list-style-type: none"> 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access UNE Platform – POTS

<p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> • BRI Loop with Test Access • ISDN BRI Port • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials <ul style="list-style-type: none"> • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
Benchmark:	
<p>Facilities Jeopardies:</p> <p>POTS – 1 hour</p> <p>UNE Specials – 4 hours</p> <p>Other SBC caused – 1 day</p> <p>Diagnostic only</p>	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
<p>This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.</p> <p>SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.</p>	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New Measurement
Billing Completion Notices
Definition:
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.
Exclusions:
<ul style="list-style-type: none"> Access Service Orders billed through CABS Interconnection Trunk Orders T-Orders when dual service is involved Weekends and Holidays

Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By SBC LSC	Parity with SBC RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
Exclusions:	
<ul style="list-style-type: none"> Weekends Holidays Outside normal business hours 	

Business Rules:	
The clock starts when a call enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> • Parity with SBC CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone Measure of orders (circuits for specials) completed within the customer requested due date when that date

is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.

Interconnection Trunks

Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.

Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by SBC
- NPAC caused delays unless caused by SBC (LNP only)

Business Rules:

POTS/UNE-P

The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC.

SBC will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SBC. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval.

The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.

>30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100</p>	<p>Reported for CLEC, all CLECs and SBC by state.</p>

Disaggregations and Benchmarks:	
POTS	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).
3. UNE-P -Field Work (FW)	3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)
4. UNE -P - No Field Work (NFW)	4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
5. 8.0dB Loops (standalone and loop with LNP)	5. 95%
Resale Specials/UNE	Resale Specials and UNEs
6. DS0 (DDS, VGPL, 5 db loops, switch ports)	6. 95%
7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	7. 95% in five days (Critical Z does not apply)
8. ISDN & BRI (resale, loops and ports)	8. 95%
9. DSL and Line Splitting	9. 95%
10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only:</u> NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)

Percent SBC Missed Due Dates Due To Lack of Facilities

Definition:POTS/UNE-P/Specials/8.0 dB Loops

Percent N, T, and C orders with missed committed due dates due to lack of facilities.

UNEs

Percentage of UNEs circuits with missed committed due dates due to lack of facilities.

Exclusions:

- Excludes orders that are not N, T, or C.
- Interconnection Trunks.

Business Rules:**POTS/UNE-P –**

The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity.

UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.

Specials –

The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.

UNEs/EELS –

Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.

Calculation:

(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)

Report Structure:

Reported for CLEC, all CLECs and SBC Retail for POTS. By state.

Disaggregations and Benchmarks:

1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P -_Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops, and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
Note: Comparisons are used for Diagnostic purposes only.	

32. Measurement (PM 32 Combined with PM 62 and PM 74)	
Average Delay Days For SBC Caused Missed Due Dates.	
Definition:	
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. For Specials/UNEs/Interconnection Trunks Only: <ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC. 	
Business Rules:	
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity. POTS and UNE-Ps are reported at an order level. Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID. UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail. Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	Reported for CLEC, all CLECs and SBC, by state.

Disaggregations and Benchmarks:		
POTS		
1. Field Work (FW)	- Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types).
No Field Work (NFW)	- Bus Class of Svc - Res Class of Svc	
2. UNE-P		2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
Field Work (FW)		
No Field Work (NFW)		
3. 8.0dB Loops – FW		3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
8.0dB Loops – NFW		
<u>Resale Specials/UNEs:</u>		
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)		4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)		5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)		6. 5 days
7. DSL and Line Splitting		7. 6 days
8. Line Sharing and IDSL		8. 6 days
9. EELS – DS0		9. 6 days
10. EELS – DS1		10. 6 days (Critical Z does not apply)
11. Interconnection Trunks		11. Parity with SBC Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials, of service order completion.

Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.

- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by SBC.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:**POTS/UNE-P**

Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P New/Move Orders	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, and C order types) and No Field Work compared to SBC Retail No Field Work (N, T, and C order types). 2. UNE-P Parity between Field Work New and Move orders

Change/conversion Orders Field Work (FW) No Field Work (NFW)	compared to SBC Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to SBC Field Work Change orders. Parity between No Field Work New and Move orders compared to SBC Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to SBC Retail No Field Work Change orders.
3. 8.0dB Loop	3. Compared to Retail POTS Business and Retail POTS Residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	4. 5%
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 8%, 5% in 6 months
10. EELS – DS1	10. 8%, 5% in 6 months (Critical Z does not apply)
11. Stand Alone LNP	11. Parity with SBC Retail POTS – No Field Work

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> CLEC-caused errors. NPAC-caused errors unless caused by SBC. Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SBC's LSMS. The End time is when the Provisioning event is successfully completed in SBC's network as reflected in SBC's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. Excludes BRI loops without test access Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date 	
Business Rules:	
<u>POTS/UNE-P</u>	
CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u>	
Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%

7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none">• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.• No Access and delayed maintenance for UNE loops.• Specials and Interconnection Trunks• Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)	
Business Rules:	
POTS/UNE-P The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a “Missed Commitment.”	
UNE Loops The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none">• Dispatch• No Dispatch POTS - Business <ul style="list-style-type: none">• Dispatch• No Dispatch	1. POTS - Parity with SBC Retail
2. UNE-P <ul style="list-style-type: none">• Dispatch• No Dispatch	2. UNE-P – Parity with SBC Retail POTS Business and Residence combined
3. 8.0dB Loops	3. Compared to SBC Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)
Mean time to restore / Average Trunk Restoration Interval
Definition:
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
Exclusions:
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC
Business Rules:
<u>POTS and UNE-Ps</u> The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.
<u>Specials</u> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.
<u>UNEs/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.
<u>Interconnection Trunks</u> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.

Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$ $\frac{\text{Total trunk outage duration}}{\text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business UNE-P <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 8.0dB Loops <ul style="list-style-type: none"> - Dispatch - No Dispatch <p><u>Specials Resale/UNE</u></p> <ol style="list-style-type: none"> DS0 (DDS, VGPL, 5 db Loops, switch ports) DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport) ISDN & BRI (resale, loops and ports) DSL and Line Splitting Line Sharing and IDSL EELS – DS0 EELS – DS1 Interoffice Trunks 	<ol style="list-style-type: none"> POTS – Parity with SBC Retail UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business Compared to business and residence combined 12 hours 4.5 hours (Critical Z does not apply) 12 hours 7.5 hours 7.5 hours 12 hours 4.5 (Critical Z does not apply) Parity with SBC Interoffice Trunking Network

40. Measurement

Percent Out Of Service (OOS) < 24 Hours

Definition:

Percent of OOS trouble reports cleared in less than 24 hours.

Exclusions:

- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports marked as “No Access” to customer premises.
- Excludes Affecting Service reports.

Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> • The customer report is received Monday through Friday cleared within 24 hours. • The customer report is received Saturday and cleared within 48 hours. • The customer report is received Sunday and cleared before midnight Monday. • Holidays are excluded. 	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> • Business class of service • Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with SBC 2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Interconnection Trunks • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Loops without test access – BRI <ul style="list-style-type: none"> • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:

Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> - <u>Residence</u> - <u>Business</u>	1. Parity With SBC Retail POTS
2. <u>UNE-P</u>	2. Parity with SBC Retail Pots Business and Residence Combined
3. <u>8.0dB Loop</u>	3. Compared to SBC Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	5. 15% 10% 6 months (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 10%
7. DSL and Line Splitting	7. 7.5%
8. Line Sharing and IDSL	8. 7.5%
9. EELS – DS0	9. 10%
10. EELS – DS1	10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:
Percentage of Trunk Blockage
Definition:
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.
Exclusions:
<ul style="list-style-type: none"> Excludes Weekends and Holidays CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. Blocking caused by unplanned load on a CLECs network SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end. CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA). If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA. If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.

- If a CLEC's actual trunk usage as shown be SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months.
- New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.

The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:

Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.

Calculation:

$\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} * 100$

Report Structure:

Reported for CLEC and all CLECs by state.

Disaggregations and Benchmarks:

- | | |
|---|--|
| <ul style="list-style-type: none"> • SBC end office to CLEC end office • SBC tandem to end office trunk | Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%] |
|---|--|

71. Measurement:

Common Transport Trunk Blockage

Definition:

Percentage of local common transport trunk groups exceeding 2%, 1% blockage.

Exclusions:

No data is collected on weekends or holidays

Business Rules:

Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.

Calculation:

$\frac{\text{(Number of common transport trunk groups exceeding 2\%, 1\% blocking)}}{\text{total common transport trunk groups}} * 100$

Report Structure:

Reported on local common transport trunk groups by state.

Disaggregations and Benchmarks:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC | <ul style="list-style-type: none"> • 3% of SBC common transport trunk groups not to exceed 2% blocking • 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only). |
|---|--|

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Interconnection Trunks by 30, 60 and 90 days 	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> CLEC return to SBC corrected and complete floor plan drawings. CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.</p>	
Calculation:	Report Structure:
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> New Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Oklahoma Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). • Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement
Percent NXXs loaded and tested by the LERG effective date
Definition:
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
Exclusions:
<ul style="list-style-type: none"> • Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX
Business Rules:
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement
Timely Resolution of Significant Software Failures Related to Releases
Definition:
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.
Exclusions:
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)
Business Rules:
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:

UNE-P
UNE Loop
DSL Capable Loops
DSL with Line Sharing
LNP only

In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
<ul style="list-style-type: none">None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10 11 – 20 21+	3 7 10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10 11 – 20 21+	3 7 10
BRI Loop	1 -10 11 – 20 21+	4 10 Negotiate
DS1 Loop	1 – 20 21+	5 Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20 21+	5 Negotiate
DS3 Dedicated Transport	1 – 20 21+	5 Negotiate
ISDN – PRI Loop	1 – 20 21+	5 10
Dark Fiber	1 – 20 21+	5 Negotiate
Standalone INP	1 – 10 11 – 20 21+	3 7 10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24 25+	10 Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24 25+	3 Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20 21+	25Negotiate
DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (TEXAS)

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APPENDIX PRICING (TEXAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC TEXAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC TEXAS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
 - 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
 - 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:
- 1.8.1 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC TEXAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5, and 6 (suburban) as defined in SBC TEXAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC TEXAS' Local Exchange Tariff.
 - 1.8.2 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.
- 1.9 SBC TEXAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, SBC TEXAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC TEXAS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC TEXAS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC TEXAS' current generic contract rate for the Product or Service set forth in SBC TEXAS' applicable state-specific generic pricing schedule as published on SBC TEXAS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC TEXAS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC TEXAS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC TEXAS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC TEXAS for that Product or Service and incorporated into SBC TEXAS' current state-specific generic pricing schedule as published on SBC TEXAS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC TEXAS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC TEXAS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC TEXAS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC TEXAS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC TEXAS' right to charge and collect payment for such Products and/or Services.

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 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 service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 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 TEXAS 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 TEXAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. **NON-RECURRING CHARGES**

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an 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.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC TEXAS network, without any changes to SBC TEXAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC TEXAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. **BILLING**

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

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS DB/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 14.32	\$ 14.32	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 16.34	\$ 13.93	\$ 7.07	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.69	\$ 13.93	\$ 7.07	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 12.26	\$ 13.93	\$ 7.07	
6			2-wire Analog Disconnect - all zones	NKCT1	NA	\$ 1.41	\$ 1.27	
7			2-Wire Analog Zone 1 (Rural) - UNE-P	RB9	\$ 18.98	NA	NA	
8			2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 13.65	NA	NA	
9			2-Wire Analog Zone 3 (Urban) - UNE-P	RB9	\$ 12.14	NA	NA	
10			2W Analog - UNE-P - NRC - all zones	NRFR1	NA	\$ 15.03	\$ 6.22	
11			Conditioning for dB loss from 8db to 5db	UL2	\$ 6.03	\$ 17.54	\$ 16.13	
12			4-Wire Analog Zone 1(Rural)	U4H	\$ 36.06	\$ 15.03	\$ 6.22	
13			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 21.52	\$ 15.03	\$ 6.22	
14			4-Wire Analog Zone 3 (Urban)	U4H	\$ 15.86	\$ 15.03	\$ 6.22	
15			2-Wire Digital Zone 1(Rural)	U2Q	\$ 46.09	\$ 15.03	\$ 6.22	
16			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 15.03	\$ 6.22	
17			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 34.91	\$ 15.03	\$ 6.22	
18			2-Wire Digital Zone 1(Rural) - UNE-P	RB8	\$ 46.09	NA	NA	
19			2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 37.54	NA	NA	
20			2-Wire Digital Zone 3 (Urban) - UNE-P	RB8	\$ 34.91	NA	NA	
21			2W Digital - UNE-P - NRC - all zones	NRFR3	NA	\$ 15.03	\$ 6.22	
22			DS1 Loop Zone 1(Rural)	U4D1X	\$ 63.41	\$ 76.26	\$ 41.52	
23			DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 59.77	\$ 76.26	\$ 41.52	
24			DS1 Loop Zone 3 (Urban)	U4D1X	\$ 49.50	\$ 76.26	\$ 41.52	
25			DS1 Loop - Disconnect	NKCT2	NA	\$ 9.45	\$ 2.90	
26			DS1 Loop - Install - Zone 1(Rural) - UNE-P	RB6	\$ 63.41	NA	NA	
27			DS1 Loop - Install - Zone 2 (Suburban) - UNE-P	RB6	\$ 59.77	NA	NA	
28			DS1 Loop - Install- Zone 3 (Urban) - UNE-P	RB6	\$ 49.50	NA	NA	
29			DS1 Loop - UNE-P - NRC - all zones	NRFR4	NA	\$ 76.26	\$ 41.52	
30			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 745.55	\$ 823.28	\$ 392.54	
31			DS3 Loop Zone (Suburban)	U4D3X	\$ 706.74	\$ 823.28	\$ 392.54	
32			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 670.53	\$ 823.28	\$ 392.54	
33								
34		DSL Capable Loops						
35		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 18.98	\$ 15.03	\$ 6.22	
36			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.65	\$ 15.03	\$ 6.22	
37			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 12.14	\$ 15.03	\$ 6.22	
38			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 18.98	\$ 15.03	\$ 6.22	
39			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.65	\$ 15.03	\$ 6.22	
40			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 12.14	\$ 15.03	\$ 6.22	
41			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 18.98	\$ 15.03	\$ 6.22	
42			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.65	\$ 15.03	\$ 6.22	
43			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 12.14	\$ 15.03	\$ 6.22	
44			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 18.98	\$ 15.03	\$ 6.22	
45			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.65	\$ 15.03	\$ 6.22	
46			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 12.14	\$ 15.03	\$ 6.22	
47			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 18.98	\$ 15.03	\$ 6.22	
48			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.65	\$ 15.03	\$ 6.22	
49			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 12.14	\$ 15.03	\$ 6.22	
50			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 18.98	\$ 15.03	\$ 6.22	
51			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.65	\$ 15.03	\$ 6.22	
52			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 12.14	\$ 15.03	\$ 6.22	
53			*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 36.06	\$ 15.03	\$ 6.22	
54		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 21.52	\$ 15.03	\$ 6.22	
55			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 15.86	\$ 15.03	\$ 6.22	
56			*USOCs used for inventory purpose only					
57								
58		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 46.09	\$ 15.03	\$ 6.22	
59			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 37.54	\$ 15.03	\$ 6.22	
60			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 34.91	\$ 15.03	\$ 6.22	
61		Loop Qualification	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
		Process						

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS DBA/ METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
62			Loop Qualification Process - Manual	NRBXU	N/A	\$ 78.08	N/A	
63			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
64		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 282.51	\$ 13.75	
65			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 282.51	\$ 13.75	
66			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 105.90	\$ 13.75	
67			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 730.25	\$ 39.48	
68			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTU	None	\$ 497.55	\$ 26.61	
69			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 180.68	\$ 26.61	
70			Removal of Excessive Bridged Taps	NRBXW	None	\$ 489.18	\$ 25.72	
71			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 244.59	\$ 12.86	
72			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 74.78	\$ 12.86	
73			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,213.80	\$ 44.86	
74			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 482.17	\$ 19.22	
75			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 178.89	\$ 19.22	
76			Removal of Load Coils	NRBZ	None	\$ 766.05	\$ 19.14	
77			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 255.35	\$ 6.10	
78			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 104.11	\$ 6.10	
79			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRM RJ	None	\$ 218.87	None	
80			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	None	\$ 566.59	None	
81			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRM RS	None	\$ 218.87	\$ 218.87	
82			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	None	\$ 218.87	\$ 218.87	
83								
84		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.60	\$ 57.75	\$ 57.75	
85			2-Wire DSL Non-Shielded Cross Connect to Collocator	UCX92	None	\$ 6.91	\$ 4.97	
86			4-Wire DSL Non-Shielded Cross Connect to Collocator	UCX94	None	\$ 29.56	\$ 29.56	
87		LST	LST performed on CODSLAM Loop	URCLD	None	\$ 215.65	None	
88			LST performed on Sub Loop	URCLB	None	\$ 208.59	None	
89		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.24	\$ 4.72	\$ 4.72	
90			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 6.91	\$ 4.97	
91			4-Wire Analog Loop to Collocator	UCXC4	\$ 2.49	\$ 29.56	\$ 29.56	
92			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 29.56	\$ 29.56	
93			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.24	\$ 4.72	\$ 4.72	
94			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 6.91	\$ 4.97	
95			DS1 Loop to Collocation	UDLY4	\$ 6.67	\$ 39.05	\$ 34.16	
96			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 19.24	\$ 115.45	\$ 81.61	
97		Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.36	None	None	
98			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.23	None	None	
99			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.19	None	None	
100			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 14.11	None	None	
101			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 6.78	None	None	
102			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 4.55	None	None	

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APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS DBA/METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
103			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 16.63	None	None	
104			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 9.20	None	None	
105			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 6.90	None	None	
106			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 13.07	None	None	
107			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 5.85	None	None	
108			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 3.66	None	None	
109			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 15.59	None	None	
110			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 8.27	None	None	
111			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 6.01	None	None	
112			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 2.63	None	None	
113			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 2.54	None	None	
114			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 2.47	None	None	
115			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.72	None	None	
116			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.45	None	None	
117			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 2.37	None	None	
118			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 27.97	None	None	
119			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 13.42	None	None	
120			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 8.99	None	None	
121			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 33.01	None	None	
122			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 18.26	None	None	
123			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 13.69	None	None	
124			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 25.88	None	None	
125			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 11.55	None	None	
126			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 7.21	None	None	
127			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 30.92	None	None	
128			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 16.40	None	None	
129			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 11.91	None	None	
130			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 5.27	None	None	
131			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 5.08	None	None	
132			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 4.93	None	None	
133			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.36	None	None	
134			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.23	None	None	
135			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.19	None	None	
136			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 14.10	None	None	
137			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 6.81	None	None	
138			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 4.58	None	None	
139			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 16.62	None	None	
140			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 9.23	None	None	
141			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 6.93	None	None	
142			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 13.06	None	None	
143			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 5.88	None	None	
144			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 3.69	None	None	
145			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 15.57	None	None	
146			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 8.30	None	None	
147			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 6.04	None	None	
148			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 2.63	None	None	
149			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 2.54	None	None	
150			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 2.47	None	None	
151			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.72	None	None	
152			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.45	None	None	
153			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.37	None	None	
154			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 27.96	None	None	
155			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 13.45	None	None	
156			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 9.03	None	None	
157			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 33.00	None	None	
158			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 18.29	None	None	
159			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 13.73	None	None	
160			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 25.87	None	None	
161			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 11.58	None	None	
162			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 7.24	None	None	
163			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 30.90	None	None	
164			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 16.43	None	None	
165			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 11.94	None	None	
166			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 5.27	None	None	

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
167			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban	U6L GU	\$ 5.08	None	None	
168			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6L GU	\$ 4.93	None	None	
169		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 242.15	\$ 91.77	
170			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 242.99	\$ 92.60	
171			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 242.15	\$ 91.77	
172			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 242.99	\$ 92.60	
173		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 33.76	\$ 52.91	\$ 28.43	
174			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban	ULNHS	\$ 32.55	\$ 52.91	\$ 28.43	
175			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 34.08	\$ 52.91	\$ 28.43	
176			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 44.32	\$ 52.91	\$ 28.43	
177			DT-DS1 Interoffice Transport, First Mile - Disconnect	NKCT8	NA	\$ 12.05	\$ 3.66	
178			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural	ULNHS	\$ 0.1005	None	None	
179			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban	ULNHS	\$ 0.1093	None	None	
180			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban	ULNHS	\$ 0.1343	None	None	
181			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.0968	None	None	
182			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 199.77	\$ 81.05	\$ 65.73	
183			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban	ULNJS	\$ 179.53	\$ 81.05	\$ 65.73	
184			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 194.60	\$ 81.05	\$ 65.73	
185			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 308.37	\$ 81.05	\$ 65.73	
186			DT-DS3 Interoffice Transport, First Mile - Disconnect	NKCT9	NA	\$ 12.05	\$ 3.66	
187			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural	ULNJS	\$ 2.9127	None	None	
188			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban	ULNJS	\$ 3.2041	None	None	
189			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban	ULNJS	\$ 3.9582	None	None	
190			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.7821	None	None	
191		Dedicated Transport Cross Connect	DS1 TO Collocation	UCXHX	\$ 7.51	\$ 57.08	\$ 40.49	
192			DS3 to Collocation	UCXJX	\$ 25.70	\$ 70.78	\$ 54.19	
193		Multiplexing	DS1 to VG	UM4BX	\$ 249.02	\$ 29.00	\$ 24.15	
194			DS1 to VG - Disconnect	NKCTC	None	\$ 2.46	\$ 1.68	
195			DS3 to DS1	UM4AX	\$ 322.06	\$ 41.71	\$ 20.01	
196		Dark Fiber	DS3 to DS1 - Disconnect	NKCT6	None	\$ 9.03	\$ 2.90	
197			Dark Fiber - Interoffice per strand	ULYCX	\$ 39.12	\$ 991.37	\$ 991.37	
198			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016297	None	None	
199			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.014145	None	None	
200			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012300	None	None	
201			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.60	\$ 48.59	\$ 48.59	
202			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 335.92	\$ 335.92	
203		Routine Modifications	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
204		800 Database	Toll Free Database Query	Not Applicable	\$ 0.0000980	None	None	
205			Call Handling and Destination	Not Applicable	\$ 0.0000181	None	None	
206		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 5.00	None	
207			Manual Change - Simple	NRBUQ	None	\$ 5.00	None	
208			Manual Record - Simple	NRBUU	None	\$ 5.00	None	
209			Manual Disconnect - Simple	NRBUW	None	\$ 5.00	None	
210			Manual Suspend - Simple	NRBJZ	None	\$ 5.00	None	
211			Manual Restore - Simple	NRBJ9	None	\$ 5.00	None	
212			Manual Expedited - Simple	NRMV1	None	\$ 5.00	None	
213			Manual Customer Not Ready - Simple	NRMV5	None	\$ 5.00	None	
214			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 5.00	None	
215			Manual New - Complex	NRBUR	None	\$ 91.93	None	
216			Manual Change - Complex	NRBUP	None	\$ 62.56	None	
217			Manual Record - Complex	NRBUV	None	\$ 62.17	None	
218			Manual Disconnect - Complex	NRBUX	None	\$ 52.83	None	
219			Manual Suspend - Complex	NRBJ7	None	\$ 62.56	None	
220			Manual Restore - Complex	NRBJ8	None	\$ 62.56	None	
221			Manual Expedited - Complex	NRMV2	None	\$ 91.93	None	
222			Manual Customer Not Ready - Complex	NRMV6	None	\$ 91.93	None	

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APPENDIX PRICING/ALL TRAFFIC

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
223			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 91.93	None	
224			Electronic New - Simple	NR9W2	None	\$ 2.58	None	
225			Electronic New - Complex	NRBGX	None	\$ 80.31	None	
226			Electronic Change - Simple	NR9GG	None	\$ 2.56	None	
227			Electronic Change - Complex	NR9G8	None	\$ 80.31	None	
228			Electronic Record - Simple	NR9GU	None	\$ 0.80	None	
229			Electronic Record - Complex	NR9G7	None	\$ 5.07	None	
230			Electronic Disconnect - Simple	NR9GZ	None	\$ 1.22	None	
231			Electronic Disconnect - Complex	NR9G9	None	\$ 27.45	None	
232			Electronic Suspend Simple	NRBJ5	None	\$ 2.56	None	
233			Electronic Restore Simple	NRBJ6	None	\$ 2.56	None	
234			Electronic Expedited Simple	NRMV7	None	\$ 2.58	None	
235			Electronic Expedited Complex	NRMVX	None	\$ 2.58	None	
236			Electronic Customer Not Ready Simple	NRMV9	None	\$ 2.58	None	
237			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.58	None	
238			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$ 2.58	None	
239			Electronic Due Date Change or Cancellation Complex	NRMVZ	None	\$ 2.58	None	
240			PIC Change Charge	NRBL9	None	\$ 2.58	0.05	
241			OTHER					
242		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
243			Directory Assistance Call Completion (DAACC) - per call	ZZUO7	\$ 0.15	None	None	
244			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
245			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$	None	None	
246			Directory Assistance - Branding - Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
247			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
248			Directory Assistance - Rate Reference Initial Loac	NRBDL	None	\$ 2,200.00	None	
249			Directory Assistance - Rate Reference Subsequent Loac	NRBDM	None	\$ 1,000.00	None	
250			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
251			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
252			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
253			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
254			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	
255		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None	
256			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
257			Operator Services - Branding Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
258			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
259			Operator Services - Rate Reference - Initial Loac	NRBDL	None	\$ 2,200.00	None	
260			Operator Services - Rate Reference - Subsequent Loac	NRBDM	None	\$ 1,000.00	None	
261			Intralata Message Rating - Rate per initial loac	Not Applicable	None	\$ 602.86	None	
262			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 602.86	None	
263		Miscellaneous	NXX Migration-Migration Charge per NXX	Not Applicable	None	\$ 7,500.00	None	
264			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000323	None	None	
265		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
266			Per local message	Not Applicable	\$ 0.080	None	None	
267		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.003	None	None	
268			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
269			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
270			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.007	None	None	
271			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.010	None	None	
272		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
273			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
274		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 21.44	\$ 21.44	

UNE AECN:

RESALE AECN:

ACNA

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS DBA/METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
275			Overtime - per half hour	MVV	None	\$ 28.01	\$ 28.01	
276			Premium Time - per half hour	MVV	None	\$ 34.59	\$ 34.59	
277		Time and Materials Charges	Basic Time - per half hour	ALK, AL T, AL H	None	\$ 21.44	\$ 21.44	
278			Overtime - per half hour	ALK, AL T, AL H	None	\$ 28.01	\$ 28.01	
279			Premium Time - per half hour	ALK, AL T, AL H	None	\$ 34.59	\$ 34.59	
280					Annual Rates			
281		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.85			
282								
283			Per Foot Conduit Occupancy Fees					
284		(Structure)	Full Duct (\$/ft/yr.)		\$ 0.90			
285			Half Duct (\$/ft/yr.)		\$ 0.45			
286								
287			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
288								
289								
290			Contract Administration Fee			\$ 125.00		
291			Administrative Record-Keeping Fee			\$ 125.00		
292								
293								
294								
295		INTERCARRIER COMPENSATION						
296			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
297								
298			Optional EAS Transport & Termination per MOU	ZZUR2	\$ 0.002487	None	None	
299								
300		RESALE						
301		Business			RECURRING	NON-RECURRING		
302		LOCAL EXCHANGE SERVICE						
303		Business 1 Party			21.60%	21.60%		
304		Business - Multi-Line Hunting			21.60%	21.60%		
305		Business - Measured			21.60%	21.60%		
306		Business - Measured (HTG Class of Service)			21.60%	21.60%		
307		Customer Operated Pay Telephone (COPT)			21.60%	21.60%		
308								
309		EXPANDED LOCAL CALLING						
310		ELMS - Optional			21.60%	21.60%		
311		Expanded Local Calling (Mandatory)			21.60%	21.60%		
312		Extended Area Calling Service - Optional			21.60%	21.60%		
313		Mandatory EACS - Hotel/Motel Measured Trunk			21.60%	21.60%		
314		Mandatory EACS - Multi-Line Hunting			21.60%	21.60%		
315		Mandatory EACS - One element measured, 1-party			21.60%	21.60%		
316		Mandatory EACS - PBX Trunk			21.60%	21.60%		
317		Mandatory Extended Area Calling Service (EACS)- 1 Party			21.60%	21.60%		
318								
319		VERTICAL SERVICES						
320		Anonymous Call Rejection			21.60%	21.60%		
321		Auto Redial			21.60%	21.60%		
322		Auto Redial - Usage Sensitive			21.60%	21.60%		
323		Call Blocker			21.60%	21.60%		
324		Call Forwarding			21.60%	21.60%		
325		Call Forwarding - Busy Line			21.60%	21.60%		
326		Call Forwarding - Busy Line/Don't Answer			21.60%	21.60%		
327		Call Forwarding - Don't Answer			21.60%	21.60%		
328		Call Return			21.60%	21.60%		
329		Call Return - Usage Sensitive			21.60%	21.60%		
330		Call Trace			21.60%	21.60%		
331		Call Waiting			21.60%	21.60%		
332		Calling Name			21.60%	21.60%		

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SCHED OF PRICES
SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
333			Calling Number		21.60%	21.60%		
334			ComCall®		21.60%	21.60%		
335			Personalized Ring (1 dependent number)		21.60%	21.60%		
336			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
337			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
338			Priority Call		21.60%	21.60%		
339			Remote Access to Call Forwarding		21.60%	21.60%		
340			Selective Call Forwarding		21.60%	21.60%		
341			Simultaneous Call Forwarding		21.60%	21.60%		
342			Speed Calling 8		21.60%	21.60%		
343			Speed Calling 30		21.60%	21.60%		
344			Three Way Calling		21.60%	21.60%		
345								
346			DID					
347			DID (First Block of 100 - Category 1)		21.60%	21.60%		
348			DID (First Block of 10 - Category 1)		21.60%	21.60%		
349			DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%		
350			DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%		
351			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%		
352			DID (with dial pulse)		21.60%	21.60%		
353			DID (with Multifrequency)		21.60%	21.60%		
354			DID (with Dual-Tone Multifrequency)		21.60%	21.60%		
355			DID (1st 10 Trunks or access lines)		21.60%	21.60%		
356			DID (11th thru 50th trunk or network access line)		21.60%	21.60%		
357			DID (51st trunk or network access line)		21.60%	21.60%		
358								
359			TRUNKS					
360			Trunk		21.60%	21.60%		
361								
362			AIN					
363			Area Wide Networking		21.60%	21.60%		
364			Caller Intellidata®		21.60%	21.60%		
365			Disaster Routing Service		21.60%	21.60%		
366			Intelligent Redirectsm		21.60%	21.60%		
367			IntelliNumber		21.60%	21.60%		
368			Positive ID		21.60%	21.60%		
369								
370			OTHER					
371			Customer Alerting Enablement		21.60%	21.60%		
372			Grandfathered Services		21.60%	21.60%		
373			Hot Line		21.60%	21.60%		
374			Hunting		21.60%	21.60%		
375			Night Number associated with Telephone Number		21.60%	21.60%		
376			Night Number associated with a Terminal		21.60%	21.60%		
377			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
378			Promotions (Greater than 90 days)		21.60%	21.60%		
379			Preferred Number Service		21.60%	21.60%		
380			Telebranch®		21.60%	21.60%		
381			TouchTone (Business)		21.60%	21.60%		
382			TouchTone (Trunk)		21.60%	21.60%		
383			Voice Dial		21.60%	21.60%		
384			Warm Line		21.60%	21.60%		
385								
386			Data Services					
387			Gigabit Ethernet Metropolitan Area Network (GigaMAN™)		21.60%	21.60%		
388			PBX Trunks		21.60%	21.60%		
389			DS3		21.60%	21.60%		
390								
391			ISDN					
392			Digilinesm (ISDN BRI)		21.60%	21.60%		
393			Select Video Plus®		21.60%	21.60%		

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC TEXAS
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SCHED OF PRICES
SBC TX/METROPOLITAN TELECOMMUNICATIONS DBA/ METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
394			Smart Trunksm (ISDN PRI)		21.60%	21.60%		
395			SuperTrunk		21.60%	21.60%		
396								
397			TOLL					
398			IntraLATA MTS		21.60%	21.60%		
399			MaxiMizer 800®		21.60%	21.60%		
400			OutWATS		21.60%	21.60%		
401								
402			OPTIONAL TOLL CALLING PLANS					
403			1+SAVERsm		21.60%	21.60%		
404								
405			PLEXAR®					
406			Plexar II®		21.60%	21.60%		
407			Plexar II®		21.60%	21.60%		
408			Plexar Custom		21.60%	21.60%		
409								
410			PRIVATE LINE					
411			Analog Private Lines		21.60%	21.60%		
412			Business Video Service		21.60%	21.60%		
413			DOVLink		21.60%	21.60%		
414			Frame Relay		21.60%	21.60%		
415			Megalink II®		21.60%	21.60%		
416			Megalink II®		21.60%	21.60%		
417			Megalink III®		21.60%	21.60%		
418			MicroLink I®		21.60%	21.60%		
419			Network Reconfiguration Service		21.60%	21.60%		
420								
421			RESIDENCE					
422			LOCAL EXCHANGE SERVICE					
423			Life Line and Link Up America Services		21.60%	21.60%		
424			Residence 1 Party		21.60%	21.60%		
425			Residence Measured		21.60%	21.60%		
426								
427			EXPANDED LOCAL CALLING					
428			Expanded Local Calling (Mandatory)		21.60%	21.60%		
429			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
430			Mandatory EACS - One element measured, 1 Party		21.60%	21.60%		
431			EWMS - Optional		21.60%	21.60%		
432			Extended Area Calling Service - Optional		21.60%	21.60%		
433								
434			VERTICAL SERVICES					
435			Anonymous Call Rejection		21.60%	21.60%		
436			Auto Redial		21.60%	21.60%		
437			Auto Redial - Usage Sensitive		21.60%	21.60%		
438			Call Blocker		21.60%	21.60%		
439			Call Forwarding		21.60%	21.60%		
440			Call Forwarding - Busy Line		21.60%	21.60%		
441			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
442			Call Forwarding - Don't Answer		21.60%	21.60%		
443			Call Return		21.60%	21.60%		
444			Call Return - Usage Sensitive		21.60%	21.60%		
445			Call Trace		21.60%	21.60%		
446			Call Waiting		21.60%	21.60%		
447			Calling Name		21.60%	21.60%		
448			Calling Number		21.60%	21.60%		
449			ComCall®		21.60%	21.60%		
450			Personalized Ring (1 dependent number)		21.60%	21.60%		
451			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
452			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
453			Priority Call		21.60%	21.60%		

UNE AECN:
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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A NETTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
454			Remote Access to Call Forwarding		21.60%	21.60%		
455			Selective Call Forwarding		21.60%	21.60%		
456			Simultaneous Call Forwarding		21.60%	21.60%		
457			Speed Calling 8		21.60%	21.60%		
458			Three Way Calling		21.60%	21.60%		
459								
460			ISDN					
461			Digiline sm		21.60%	21.60%		
462								
463			OTHER					
464			Customer Alerting Enablement		21.60%	21.60%		
465			Grandfathered Services		21.60%	21.60%		
466			Hot Line		21.60%	21.60%		
467			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
468			Promotions (Greater than 90 days)		21.60%	21.60%		
469			Preferred Number Service		21.60%	21.60%		
470			TouchTone		21.60%	21.60%		
471			Voice Dial		21.60%	21.60%		
472			Warm Line		21.60%	21.60%		
473								
474			OTHER (Resale)					
475								
476			Directory Assistance Services		21.60%	21.60%		
477			Local Operator Assistance Service		21.60%	21.60%		
478								
479			Branding - Resellers					
480			- Initial Load	NRBDG	NA	\$1,800.00		
481			- Subsequent Load	NRBDG	NA	\$1,800.00		
482			- Per Call	ZZUCB	\$ 0.02500	NA		
483			Rate Reference - Resellers					
484			- Initial Load	NRBDL	NA	\$2,200.00		
485			- Subsequent Load	NRBDM	NA	\$1,000.00		
486								
487			TOLL					
488			Home 800sm		21.60%	21.60%		
489			IntraLATA MTS		21.60%	21.60%		
490			900/976 Call Restriction		21.60%	21.60%		
491			976 Information Delivery Service		0%	0%		
492			Access Services		0%	0%		
493			Additional Directory Listings		21.60%	21.60%		
494			Bill Plus		5%	5%		
495			Cellular Mobile Telephone Interconnection Services		0%	0%		
496			Company Initiated Suspension Service		0%	0%		
497			Connections with Terminal Equipment and Communications Equipment		0%	0%		
498			Consolidated Billing		5%	5%		
499			Construction Charges		0%	0%		
500			Customer Initiated Suspension Service		0%	0%		
501			Distance Learning		21.60%	21.60%		
502			Exchange Connection Service		0%	0%		
503			Maintenance of Service Charges		0%	0%		
504			Shared Tenant Service		0%	0%		
505			Telecommunications Service Priority Systems		0%	0%		
506			Toll Restriction		21.60%	21.60%		
507								
508			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA		
509								
510			Simple conversion charge per billable number		NA	\$16.65		
511			Electronic conversion orders per billable number		NA	\$5.00		

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC TEXAS
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SCHED OF PRICES
SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service		Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
512				(Complex conversion orders per billable number		NA	\$52.55		

APPENDIX WP EXHIBIT I SBC TEXAS

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Albany			\$2.83	
Alpine			\$2.83	
Alvarado			\$2.83	
Angleton			\$2.83	
Anson			\$2.83	
Atlanta			\$2.83	
Aubrey			\$2.83	
Bastrop			\$2.83	
Beeville			\$2.83	
Bellville			\$2.83	
Borger			\$2.83	
Bowie			\$2.83	
Breckenridge			\$2.83	
Bridge City			\$2.83	
East Regional			\$2.83	
Cameron			\$2.83	
Canadian			\$2.83	
Carthage			\$2.83	
Center			\$2.83	
Chillicothe			\$2.83	
Childress			\$2.83	
Cisco			\$2.83	
Colorado City			\$2.83	
SE Texas Area			\$2.83	
Cotulla			\$2.83	
Crane			\$2.83	
Cuero			\$2.83	
Edna			\$2.83	
El Campo			\$2.83	
Elgin			\$2.83	
Farmersville			\$2.83	
Ft. Stockton			\$2.83	
Gainesville			\$2.83	
Goliad			\$2.83	
Graham			\$2.83	
Gruver			\$2.83	
Hempstead			\$2.83	
Hereford			\$2.83	
Hillsboro			\$2.83	
Jacksboro			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Jefferson			\$2.83	
Jewett			\$2.83	
Kenedy			\$2.83	
Kermit			\$2.83	
Kirbyville			\$2.83	
Lampasas			\$2.83	
Liberty			\$2.83	
Lockhart			\$2.83	
Luling			\$2.83	
Madisonville			\$2.83	
Marlin			\$2.83	
Mathis			\$2.83	
McLean			\$2.83	
Meridian			\$2.83	
Mexia			\$2.83	
Mineola			\$2.83	
Mineral Wells			\$2.83	
Monahans			\$2.83	
Mt. Pleasant			\$2.83	
Pampa			\$2.83	
Pearsall			\$2.83	
Pittsburg			\$2.83	
Pleasanton			\$2.83	
Port Arthur			\$2.83	
Quanah			\$2.83	
Refugio			\$2.83	
Rockdale			\$2.83	
Rockport			\$2.83	
Rotan			\$2.83	
San Augustine			\$2.83	
S Central			\$2.83	
Seminole			\$2.83	
Shamrock			\$2.83	
Sinton			\$2.83	
Smithville			\$2.83	
Snyder			\$2.83	
Stanton			\$2.83	
Strawn			\$2.83	
Sweetwater			\$2.83	
Taylor			\$2.83	
Timpson			\$2.83	
Uvalde			\$2.83	
Vernon			\$2.83	
Wharton			\$2.83	
Yoakum			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Yorktown			\$2.83	
Alice			\$5.99	
Bandera			\$5.99	
Bay City			\$5.99	
Big Spring			\$5.99	
Brazosport			\$5.99	
Cleburne			\$5.99	
Cleveland			\$5.99	
Corsicana			\$5.99	
Denison			\$5.99	
Ellis County Area			\$5.99	
Granbury			\$5.99	
Greater Hunt County			\$5.99	
Greater Orange/Bridge			\$5.99	
Huntsville			\$5.99	
S Greater Coastal Bend			\$5.99	
Marshall			\$5.99	
Nacogdoches			\$5.99	
Nederland			\$5.99	
New Braunfels			\$5.99	
Orange			\$5.99	
Paris-Honey Grove			\$5.99	
Plainview			\$5.99	
Sequin			\$5.99	
Texas City			\$5.99	
Weatherford			\$5.99	
Abilene			\$32.62	
Amarillo			\$32.62	
Beaumont			\$32.62	
El Paso			\$32.62	
Galveston			\$32.62	
Laredo			\$32.62	
Longview			\$32.62	
Lubbock			\$32.62	
McKinney Area			\$32.62	
Mid & South County			\$32.62	
Midland			\$32.62	
Odessa			\$32.62	
Temple			\$32.62	
Tyler			\$32.62	
Victoria			\$32.62	
Waco			\$32.62	
Wichita Falls			\$32.62	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Corpus Christi			\$323.37	
Rio Grande Valley			\$323.37	
Austin (Bus)			\$531.48	
Austin (Res)			\$531.48	
Ft. Worth			\$531.48	
San Antonio (Bus)			\$531.48	
San Antonio (Res)			\$531.48	
Dallas (Bus)			\$924.07	
Dallas (Res)			\$924.07	
Houston (Bus)			\$924.07	
Houston (Res)			\$924.07	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which SBC TEXAS will report performance to CLEC and compare that performance to SBC TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. SBC Texas agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC TEXAS will collect, analyze, and report performance data for these measures in accordance with SBC TEXAS' Performance Measurement Business Rules, as approved by the Public Utility Commission of Texas (the "Commission" or "PUC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC TEXAS (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.
3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC TEXAS, other CLECs, and Commission representatives.
 - 3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC Texas and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Texas Public Utility Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
 - 3.2 CLEC and SBC TEXAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC TEXAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC TEXAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC TEXAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
4. General Assessments Payable to the Texas State Treasury:
 - 4.1 If SBC TEXAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.
 - 4.2 If SBC TEXAS alters previously reported data to a CLEC, and after discussions with SBC TEXAS the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the

Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and SBC TEXAS' state aggregate data.

5.2 In the event SBC TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC TEXAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC TEXAS processes, to the extent appropriate.

5.3 SBC Texas will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Texas will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement
Percent Responses Received within "X" seconds – OSS Interfaces
Definition:
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.
Exclusions:
None
Business Rules:
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.
For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.
If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's

performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
<p>Overall transactions returned within required interval. Benchmark 95%</p> <p>Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement
OSS Defects Per Million Opportunities (DPMO)
Definition:
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
Exclusions:
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days

Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • SBC Southwest RAF (by CLEC) = 5000 DPMO • SBC Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<p>For LSRs</p> <ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs. • SBC only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders <p>For ASRs</p> <ul style="list-style-type: none"> • All LSRs • Access Orders purchased from SBC tariffs • Rejected (manual and electronic) ASRs • SBC Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next

business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00

a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49) E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49) F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval
3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s	3. 95% within A. 7 business days B. 5 business days

C. Unbundled Dedicated Transport DS1s	C. 1 business days
D. Projects	D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
For manual rejects received electronically only, rejects of LSRs received through manual process.
Business Rules:
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.
<u>Manual Rejects Received Electronically</u> The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC)

normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} + \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} + \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
Exclusions:	
N and D service orders	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
Calculation:	Report Structure:
$\frac{(\text{Number of orders jeopardized} + \text{Number of orders confirmed}) * 100}{\text{Number of orders confirmed}}$	Reported by CLEC and all CLECs, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999) • Facilities Jeopardies • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code. 	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none"> • N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999) • Facilities Jeopardies <p>POTS (includes the following):</p> <ul style="list-style-type: none"> • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) • 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access • UNE Platform – POTS <p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> • BRI Loop with Test Access • ISDN BRI Port

<ul style="list-style-type: none"> • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials <p>Other SBC Caused</p> <ul style="list-style-type: none"> • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%
13. 1 Measurement	

Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2 New Measurement
Billing Completion Notices
Definition:
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.
Exclusions:
<ul style="list-style-type: none"> Access Service Orders billed through CABS Interconnection Trunk Orders T-Orders when dual service is involved Weekends and Holidays
Business Rules:
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing

completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.

Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By SBC LSC	Parity with SBC RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
Exclusions:	
<ul style="list-style-type: none"> Weekends Holidays Outside normal business hours 	
Business Rules:	
The clock starts when a call enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:

Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Maintenance Calls (i.e., calls to 1-800-220-4818) Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> Parity with SBC CSB 90% within 20 seconds (Critical Z does not Apply) 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.
<u>Interconnection Trunks</u> Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.
Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by SBC
- NPAC caused delays unless caused by SBC (LNP only)

Business Rules:**POTS/UNE-P**

The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC.

SBC will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SBC. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100</p>	<p>Reported for CLEC, all CLECs and SBC by state.</p>
Disaggregations and Benchmarks:	
<p>POTS</p> <ol style="list-style-type: none"> Field Work (FW) <ul style="list-style-type: none"> Bus Class of Svc Res Class of Svc No Field Work (NFW) <ul style="list-style-type: none"> Bus Class of Svc Res Class of Svc UNE-P -Field Work (FW) UNE -P - No Field Work (NFW) 8.0dB Loops (standalone and loop with LNP) <p>Resale Specials/UNE</p> <ol style="list-style-type: none"> DS0 (DDS, VGPL, 5 db loops, switch ports) DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport ISDN & BRI (resale, loops and ports) DSL and Line Splitting Line Sharing and IDSL) 	<ol style="list-style-type: none"> Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types). UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types) UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types). 95% <p>Resale Specials and UNEs</p> <ol style="list-style-type: none"> 95% 95% in five days (Critical Z does not apply) 95% 95% 95%

11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. LNP only: NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)	
Percent SBC Missed Due Dates Due To Lack of Facilities	
Definition:	
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<u>UNEs</u> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. Interconnection Trunks. 	
Business Rules:	
<p><u>POTS/UNE-P –</u> The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p><u>Specials –</u> The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p><u>UNEs/EELS –</u> Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.

Disaggregations and Benchmarks:	
1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P -Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops, and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
Note: Comparisons are used for Diagnostic purposes only.	

32. Measurement (PM 32 Combined with PM 62 and PM 74)
Average Delay Days For SBC Caused Missed Due Dates.
Definition:
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.
Exclusions:
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. For Specials/UNEs/Interconnection Trunks Only: <ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC.
Business Rules:
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.
Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.
UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC

due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.

Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.

Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
POTS	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types).
2. UNE-P Field Work (FW) No Field Work (NFW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
3. 8.0dB Loops – FW 8.0dB Loops - NFW	3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)	4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)	5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5 days
7. DSL and Line Splitting	7. 6 days
8. Line Sharing and IDSL	8. 6 days
9. EELS – DS0	9. 6 days
10. EELS – DS1	10. 6 days (Critical Z does not apply)
11. Interconnection Trunks	11. Parity with SBC Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.

Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by SBC.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:POTS/UNE-P

Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNES, calendar days of a service order completion. UNES are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNES, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW) 3. 8.0dB Loop <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, & switch ports) 5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Stand Alone LNP	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, and C order types) and No Field Work compared to SBC Retail No Field Work (N, T, and C order types). 2. UNE-P Parity between Field Work New and Move orders compared to SBC Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to SBC Field Work Change orders. Parity between No Field Work New and Move orders compared to SBC Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to SBC Retail No Field Work Change orders. 3. Compared to Retail POTS Business and Retail POTS Residence combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply) 11. Parity with SBC Retail POTS – No Field Work

101. Measurement:
Percent Out of Service < 60 minutes
Definition:
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC's network is less than 60, expressed as a percentage of total number of activations that took place.
Exclusions:
<ul style="list-style-type: none"> CLEC-caused errors. NPAC-caused errors unless caused by SBC. Stand Alone LNP Orders with more than 500 number activations.
Business Rules:
The Start time is the receipt of the NPAC broadcast activation message in SBC's LSMS. The End time is when the Provisioning event is successfully completed in SBC's network as reflected in SBC's LSMS. Count the number of activations that took place in less than 60 minutes.
Levels of Disaggregation:

• None	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. Excludes BRI loops without test access Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date 	
Business Rules:	
<u>POTS/UNE-P</u>	
CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u>	
Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.

Disaggregations and Benchmarks:	
1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. No Access and delayed maintenance for UNE loops. Specials and Interconnection Trunks Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only) 	
Business Rules:	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none"> Dispatch No Dispatch POTS - Business <ul style="list-style-type: none"> Dispatch No Dispatch 	1. POTS - Parity with SBC Retail
2. UNE-P <ul style="list-style-type: none"> Dispatch No Dispatch 	2. UNE-P – Parity with SBC Retail POTS Business and Residence combined
3. 8.0dB Loops	3. Compared to SBC Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)	
Mean time to restore / Average Trunk Restoration Interval	
Definition:	
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.	
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC 	
Business Rules:	
<u>POTS and UNE-Ps</u> The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.	
<u>Specials</u> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.	
<u>UNEs/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.	
<u>Interconnection Trunks</u> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.

Total trunk outage duration ÷ total trunk trouble reports	
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business 	1. POTS – Parity with SBC Retail
2. <u>UNE-P</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 	2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business
3. 8.0dB Loops <ul style="list-style-type: none"> - Dispatch - No Dispatch 	3. Compared to business and residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 12 hours
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)	5. 4.5 hours (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 12 hours
7. DSL and Line Splitting	7. 7.5 hours
8. Line Sharing and IDSL	8. 7.5 hours
9. EELS – DS0	9. 12 hours
10. EELS – DS1	10. 4.5 (Critical Z does not apply)
11. Interoffice Trunks	11. Parity with SBC Interoffice Trunking Network

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes reports marked as “No Access” to customer premises. • Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> • The customer report is received Monday through Friday cleared within 24 hours. • The customer report is received Saturday and cleared within 48 hours. • The customer report is received Sunday and cleared before midnight Monday. • Holidays are excluded. 	
Calculation:	Report Structure:

(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> • Business class of service • Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with SBC 2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Interconnection Trunks • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> - <u>Residence</u>	1. Parity With SBC Retail POTS

<p>- <u>Business</u></p> <p>2. <u>UNE-P</u></p> <p>3. <u>8.0dB Loop</u></p> <p><u>Resale Specials/UNEs:</u></p> <p>4. DS0 (DDS, VGPL, 5 db Loops, switch ports)</p> <p>5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport</p> <p>6. ISDN & BRI (resale, loops and ports)</p> <p>7. DSL and Line Splitting</p> <p>8. Line Sharing and IDSL</p> <p>9. EELS – DS0</p> <p>10. EELS – DS1</p>	<p>2. Parity with SBC Retail Pots Business and Residence Combined</p> <p>3. Compared to SBC Retail POTS business and residence combined</p> <p>4. 10%</p> <p>5. 15% 10% 6 months (Critical Z does not apply)</p> <p>6. 10%</p> <p>7. 7.5%</p> <p>8. 7.5%</p> <p>9. 10%</p> <p>10. 15% 10% in 6 months (Critical Z does not apply)</p>
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F. Interconnection Trunks

70. Measurement:
Percentage of Trunk Blockage
Definition:
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.
Exclusions:
<ul style="list-style-type: none"> Excludes Weekends and Holidays CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. Blocking caused by unplanned load on a CLECs network SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end. CLEC does not take action upon receipt of Trunk Group Service Request (TGSr) or ASR within 3 business days (day 0 is the business day the TGSr is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA). If CLEC does not take action upon receipt of TGSr within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA. If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. If a CLEC's actual trunk usage as shown by SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. <p>The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>
Business Rules:
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.
Calculation:
Report Structure:

$\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} * 100$	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> SBC end office to CLEC end office SBC tandem to end office trunk 	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
$\frac{\text{(Number of common transport trunk groups exceeding 2\%, 1\% blocking)}}{\text{total common transport trunk groups}} * 100.$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Common trunk groups where CLECs share ILEC trunks Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> 3% of SBC common transport trunk groups not to exceed 2% blocking 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> Customer Caused Misses Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
Calculation:	Report Structure:

(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Interconnection Trunks by 30, 60 and 90 days 	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due</p>	

date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:

- CLEC return to SBC corrected and complete floor plan drawings.
- CLEC placement of required component(s).

If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.

Calculation:	Report Structure:
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • New • Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). 	
<ul style="list-style-type: none"> • Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Enhanced Daily Process (Includes original CHC/FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
<ul style="list-style-type: none"> • Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX 	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement
Timely Resolution of Significant Software Failures Related to Releases
Definition:
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.
Exclusions:
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)
Business Rules:
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.
SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:
<ul style="list-style-type: none"> UNE-P UNE Loop DSL Capable Loops DSL with Line Sharing LNP only
In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8
PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8	7
	9+	Negotiate
DS1	1 – 5	7

	6+	Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8	5
	9 – 16	7
	17 – 24	9
	25+	Negotiate
BRI - RES - BUS	1 – 8	10
	9+	Negotiate
	1 – 8	5
	9+	Negotiate
PRI	24 – 120	9
	121+	Negotiate
UNE-P ISDN	1 – 8	5
	9+	Negotiate
OCn	ALL	Negotiate

APPENDIX-PRICING (WISCONSIN)

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APPENDIX PRICING (WISCONSIN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC WISCONSIN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

A

B

C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

- 1.9 SBC WISCONSIN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC WISCONSIN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC WISCONSIN**'s current generic contract rate for the Product or Service set forth in **SBC WISCONSIN**'s applicable state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC WISCONSIN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC WISCONSIN** for that Product or Service and incorporated into **SBC WISCONSIN**'s current state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 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.
- 2.3 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 WISCONSIN 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 WISCONSIN 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 may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC WISCONSIN network, without any changes to SBC WISCONSIN'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 applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others 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 WISCONSIN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful 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. **BILLING**

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

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
1	NETWORK ELEMENTS				
2	Loops				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		\$ 1.77		
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.82	See NRC Prices Below	
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below	
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below	
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 880.30	See NRC Prices Below	
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 853.21	See NRC Prices Below	
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 742.82	See NRC Prices Below	
32					
33					
34	DSL Capable Loops				
35	2-Wire xDSL Loop				
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
37	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
38	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
39					
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
41	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
42	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
43					
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
45	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
46	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
47					
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
49	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
50	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
51					
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
53	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
54	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
55					
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
57	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
58	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
59	4-Wire xDSL Loop				
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
62	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
63					
64	IDSL Capable Loop				
65	IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
66	IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
67	IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	
68					
69	Loop Qualification Process				
70	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A
71	Loop Qualification Process - Manual	NRBXU	N/A	\$ 26.12	N/A
72	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
73					
74	DSL Conditioning Options - >12KFT and < 17.5KFT				
75	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
76	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
77	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
78	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
79	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
80	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
81	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
82					
83	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
84	<17.5Kft.	NRMRJ	N/A	\$0.00	
85	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$0.00	
86	- per element incremental	NRMRS	N/A	\$0.00	
87	incremental	NRMRM	N/A	\$ -	

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
88	Loop Non-Recurring Charges				
89	Bus Service Order - Establish	SEPUP		\$ 0.07	
90	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
91	Bus Service Order - Add/Change	REAH9		\$ 0.07	
92	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
93	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
94	Bus Line Connection Add/Change	REAH5		\$ 30.64	
95	Bus Record Work Only	NR9UP		\$ 0.04	
96	Res Service Order - Establish	SEPUP		\$ 0.07	
97	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
98	Res Service Order - Add/Change	REAH9		\$ 0.07	
99	Res Line Connection	SEPUC		\$ 30.64	
100	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
101	Res Line Connection Add/Change	REAH5		\$ 30.64	
102	Res Record Work Only	NR9UP		\$ 0.04	
103					
104	DS1 Loop Non-Recurring Charges				
105	Administrative Charge - per order	NR9OR		\$ 138.62	
106	Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
107	Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
108	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
109	Customer Connection Charge per Termination	NR9OW		\$ 179.90	
110					
111	DS3 Loop Non-Recurring Charges				
112	Administrative Charge - per order	NR9OY	N/A	\$ 183.10	N/A
113	Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
114	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 575.14	N/A
115	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
116	Customer Connection Charge per Termination	NR9O3	N/A	\$ 204.37	N/A
117	SUB-LOOPS				
118	ECS to SAI sub-loop				
119	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
120	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
121	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
122	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
123	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
124	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
125	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
126	2 Wire DSL Compatible - area B	PENDING	\$ 1.20	See NRC prices below	
127	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
128	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
129	4 Wire DSL Compatible - area B	PENDING	\$ 2.37	See NRC prices below	
130	4 Wire DSL Compatible - area C	PENDING	\$ 2.29	See NRC prices below	
131	ECS to Terminal sub-loop				
132	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
133	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
134	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
135	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
136	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	
137	4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
138	2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
139	2 Wire DSL Compatible - area B	PENDING	\$ 6.05	See NRC prices below	
140	2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
141	4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
142	4 Wire DSL Compatible - area B	PENDING	\$ 12.05	See NRC prices below	
143	4 Wire DSL Compatible - area C	PENDING	\$ 19.54	See NRC prices below	
144	ECS to NID sub-loop				
145	2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
146	2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
147	2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
148	4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	
149	4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below	
150	4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below	
151	2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below	
152	2 Wire DSL Compatible - area B	PENDING	\$ 6.81	See NRC prices below	
153	2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below	
154	4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below	
155	4 Wire DSL Compatible - area B	PENDING	\$ 13.56	See NRC prices below	
156	4 Wire DSL Compatible - area C	PENDING	\$ 21.22	See NRC prices below	
157	SAI to Terminal sub-loop				
158	2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below	
159	2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below	
160	2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below	
161	4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below	
162	4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below	
163	4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below	
164	2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below	
165	2 Wire DSL Compatible - area B	PENDING	\$ 5.83	See NRC prices below	
166	2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below	
167	4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below	
168	4 Wire DSL Compatible - area B	PENDING	\$ 11.66	See NRC prices below	
169	4 Wire DSL Compatible - area C	PENDING	\$ 19.29	See NRC prices below	
170	SAI to NID sub-loop				
171	2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below	
172	2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below	
173	2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below	
174	4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below	
175	4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below	
176	4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below	
177	2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below	
178	2 Wire DSL Compatible - area B	PENDING	\$ 6.61	See NRC prices below	
179	2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below	
180	4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below	

Line	WISCONSIN		USOC	SBC Recurring		SBC Non Recurring	
				Monthly	Initial	Additional	
181		4 Wire DSL Compatible- area B	PENDING	\$ 13.16			See NRC prices below
182		4 Wire DSL Compatible- area C	PENDING	\$ 20.97			See NRC prices below
183		Terminal to NID sub-loop					
184		2 Wire Analog - area A	PENDING	\$ 1.14			See NRC prices below
185		2 Wire Analog - area B	PENDING	\$ 1.15			See NRC prices below
186		2 Wire Analog - area C	PENDING	\$ 1.23			See NRC prices below
187		4 Wire Analog - area A	PENDING	\$ 2.25			See NRC prices below
188		4 Wire Analog - area B	PENDING	\$ 2.30			See NRC prices below
189		4 Wire Analog - area C	PENDING	\$ 2.47			See NRC prices below
190		2 Wire DSL Compatible - area A	PENDING	\$ 1.14			See NRC prices below
191		2 Wire DSL Compatible- area B	PENDING	\$ 1.15			See NRC prices below
192		2 Wire DSL Compatible - area C	PENDING	\$ 1.23			See NRC prices below
193		4 Wire DSL Compatible - area A	PENDING	\$ 2.25			See NRC prices below
194		4 Wire DSL Compatible- area B	PENDING	\$ 2.30			See NRC prices below
195		4 Wire DSL Compatible- area C	PENDING	\$ 2.47			See NRC prices below
196		NID sub-loop element					
197		2 Wire Analog - area A	PENDING	TBD			See NRC prices below
198		2 Wire Analog - area B	PENDING	TBD			See NRC prices below
199		2 Wire Analog - area C	PENDING	TBD			See NRC prices below
200		4 Wire Analog - area A	PENDING	TBD			See NRC prices below
201		4 Wire Analog - area B	PENDING	TBD			See NRC prices below
202		4 Wire Analog - area C	PENDING	TBD			See NRC prices below
203		2 Wire DSL - area A	PENDING	TBD			See NRC prices below
204		2 Wire DSL - area B	PENDING	TBD			See NRC prices below
205		2 Wire DSL - area C	PENDING	TBD			See NRC prices below
206		4 Wire DSL - area A	PENDING	TBD			See NRC prices below
207		4 Wire DSL - area B	PENDING	TBD			See NRC prices below
208		4 Wire DSL - area C	PENDING	TBD			See NRC prices below
209		2 Wire ISDN Compatible - area A	PENDING	TBD			See NRC prices below
210		2 Wire ISDN Compatible - area B	PENDING	TBD			See NRC prices below
211		2 Wire ISDN Compatible - area C	PENDING	TBD			See NRC prices below
212		4 Wire DS1 Compatible - area A	PENDING	TBD			See NRC prices below
213		4 Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
214		4 Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
215		DS3 compatible subloop - area A	PENDING	TBD			See NRC prices below
216		DS3 compatible subloop - area B	PENDING	TBD			See NRC prices below
217		DS3 compatible subloop - area C	PENDING	TBD			See NRC prices below
218		Sub-Loop Non-Recurring Charges					
219		2-Wire Analog Sub-Loop	PENDING		\$ 137.70		
220		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
221		4-Wire Analog Sub-Loop	PENDING		\$ 138.64		
222		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
223		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38		
224		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		
225		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36		
226		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24		
227		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96		
228		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		
229		4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37		
230		4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59		
231							
232		Service Order Charge					
233		Establish, per occasion	PENDING		\$ 0.07		
234		Establish, per occasion - Disconnect	PENDING		\$ 0.04		
235		Add or change, per occasion	PENDING		\$ 0.07		
236		Record Work Only	PENDING		\$ 0.04		
237		Line Connection Charge					
238		per occasion	PENDING		\$ 30.64		
239		per occasion - Disconnect	PENDING		\$ 3.86		
240							
241		LST					
242		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08		
243		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25		
244							
245		LNP					
246		Local Number Portability	NSR	\$0.00			
247							
248		Cross Connects					
249		2-Wire	CXCT2	\$ 0.19	NA	NA	
250		4-Wire	CXCT4	\$ 0.38	NA	NA	
251		DS1/LT1	CXCDX	\$ 0.52	NA	NA	
252		DS3/LT3	CXC8X	\$ 0.96	NA	NA	
253		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89			
254		Dedicated Transport					
255		Interoffice Transport:					
256		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49			
257		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19			
258		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33			
259		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29			
260		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33			
261		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29			
262							
263		Multiplexing					
264		DS1 to Voice Grade	QMVX1-X3	\$ 342.91			
265		DS3 to DS1	QM3X1-X3	\$ 473.51			
266							
267		Dedicated Transport Cross Connects					
268		DS1	CXCDX	\$ 0.52			
269		DS3	CXCEX	\$ 0.96			
270							
271		Dark Fiber Loop					
272		Dark Fiber Interoffice					
273		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41			
274		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315			
275		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69			
276		Inquiry (Per Request)					
277		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17		
278		FIRM ORDER (Per Fiber Strand)					
279		Administrative per Order					

Line					SBC Recurring	SBC Non Recurring
	WISCONSIN			USOC	Monthly	Initial Additional
280		Connect	NRB51		\$	10.97
281		Disconnect	N49H2		\$	12.73
282		Dark Fiber Interoffice Transport - NRC				
283		Connect	NRB54		\$	411.80
284		Disconnect	NR9H5		\$	106.10
285						
286		<u>Dedicated Transport Optional Features & Functions</u>				
287	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$	271.14
288		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconne	PENDING		\$	63.91
289						
290		<u>Dedicated Transport Installation & Rearrangement Charges</u>				
291	DS1	Administration Charge - Per Order	ORCMX	NA	\$	346.87 NA
292		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	543.56 NA
293		Carrier Connection Charge - Per Order	NRBBL	NA	\$	516.53 NA
294	DS3	Administration Charge - Per Order	ORCMX	NA	\$	266.67 NA
295		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	578.43 NA
296		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$	578.43 NA
297		Carrier Connection Charge - Per Order	NRBBL	NA	\$	345.33 NA
298		Carrier Connection Charge - Per Order	NRBDT	NA	\$	345.33 NA
299						
300		<u>Routine Modifications</u>				
301		Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB NA
302						
303		<u>Maintenance of Service Charge</u>	VRP	NA	\$	71.00 NA
304						
305						

Line	WISCONSIN		USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
306	OTHER					
307						
308	Directory Assistance					
309						
310		Facility-based DA				
311		Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.35	NA	NA
312		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
313						
314		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
315		- per call	OPEN	\$ 0.025		
316						
317		Branding - Facility Based - Initial/Subsequent Load				
318		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
319						
320		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
321		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
322						
323						
324						
325						
326	DA Listings					
327	DA Listing License					
328		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
329		- per listing for initial load	OPEN	NA	\$ 0.040	NA
330		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
331		Option #2 Full File (all states inclusive) Billable Release				
332		- per listing for initial load	OPEN	NA	\$ 0.020	NA
333		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
334		- per usage/query	OPEN	NA	\$ 0.020	NA
335		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
336		- per listing for initial load	OPEN	NA	\$ 0.050	NA
337		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
338		Option #4 Pick & Choose (by state) Billable Release				
339		- per listing for initial load	OPEN	NA	\$ 0.020	NA
340		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
341		- per usage/query	OPEN	NA	\$ 0.020	NA
342						
343	Operator Services					
344		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
345		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
346						
347		Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
348		- per call	OPEN	\$ 0.025		
349						
350		Branding - Facility Based - Initial/Subsequent Load				
351		- per trunk group	OPEN	NA	\$ 800.00	NA
352						
353		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
354		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
355						
356		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA
357						
358	Structure Access - Poles & Ducts			Annually		
359		Per Pole attachment*	OPEN	\$ 3.03		
360		Per Foot of innerduct	OPEN	\$ 0.31		
361		Application fee	OPEN		\$ 200.00	
362						
363	Emergency Number Service Access					
364		911 Selective Router Interconnection				
365		- Digital DS1 Interface		333.02	\$ 1,231.58	
366		-Each DSO installed	OPEN	NA	\$ 642.28	
367		-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
368		ANI/ALI/SR and Database Management				
369		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
370		-Access Routing File (CD-ROM)	OPEN	\$ 23.39		
371		911 Selective Router Switch Administration				
372		-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
373						
374		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
375		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
376						
377		Daily Usage Feed(DUF),per message	USAGE	\$ 0.000531		
378						
379	INTERCARRIER COMPENSATION					
380		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007		
381						

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	Additional
382					
383	RESALE		RECURRING	NON-RECURRING	
384	BUSINESS				
385	LOCAL EXCHANGE SERVICE				
386	Business 1 Party	RESALE	17.50%	27.50%	
387	Business - Measured	RESALE	17.50%	27.50%	
388	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%	
389					
390	EXPANDED LOCAL CALLING				
391	Extended Area Service	RESALE	20.00%	20.00%	
392					
393	VERTICAL SERVICES				
394	Anonymous Call Rejection	RESALE	25.00%	25.00%	
395	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	
396	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	
397	Call Blocker	RESALE	25.00%	25.00%	
398	Call Forwarding	RESALE	25.00%	25.00%	
399	Call Forwarding - Busy Line	RESALE	25.00%	25.00%	
400	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	
401	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	
402	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%	
403	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%	
404	Call Trace	RESALE	25.00%	25.00%	
405	Call Waiting	RESALE	25.00%	25.00%	
406	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%	
407	Caller ID (Calling Number)	RESALE	25.00%	25.00%	
408	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%	
409	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%	
410	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	
411	Selective Call Forwarding	RESALE	0.00%	0.00%	
412	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%	
413	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%	
414	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%	
415	RCF, Intrastate	RESALE	25.00%	25.00%	
416	RCF, Interstate, International	RESALE	25.00%	25.00%	
417	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%	
418	RCF to 800	RESALE	25.00%	25.00%	
419	RCF Additional	RESALE	25.00%	25.00%	
420	Speed Calling 8	RESALE	25.00%	25.00%	
421	Speed Calling 30	RESALE	25.00%	25.00%	
422	Three Way Calling	RESALE	25.00%	25.00%	
423	Call Screening	RESALE	25.00%	25.00%	
424	Busy Line Transfer	RESALE	25.00%	25.00%	
425	Alternate Answer	RESALE	25.00%	25.00%	
426	Message Waiting - Tone	RESALE	25.00%	25.00%	
427	Easy Call	RESALE	25.00%	25.00%	
428	Prime Number Service	RESALE	25.00%	25.00%	
429	SBC Wisconsin Privacy Manager	RESALE	25.00%	25.00%	
430	Name and Number Delivery Service	RESALE	25.00%	25.00%	
431					
432	DID				
433	DID	RESALE	15.00%	15.00%	
434					
435	TRUNKS				
436	Trunk	RESALE	17.50%	17.50%	
437					
438	AIN				
439	Area Wide Networking	RESALE	25.00%	25.00%	
440	SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	
441	SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	
442					
443	OTHER				
444	Grandfathered Services	RESALE	0.00%	0.00%	
445	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	
446	TouchTone (Business)	RESALE	25.00%	25.00%	
447	TouchTone (Trunk)	RESALE	25.00%	25.00%	
448	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
449	976 (976 Information Delivery Service)	RESALE	0%	0%	
450	Access Services (See Access Tariff)	RESALE	0%	0%	
451	Additional Directory Listings	RESALE	15.00%	15.00%	
452	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
453	Connection Services	RESALE	25.00%	25.00%	
454	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
455	Shared Tenant Service	RESALE	0%	0%	
456					
457	Data Services				
458	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%	
459	PBX Trunks	RESALE	8.00%	8.00%	
460	Multi-Service Optical Network (MON)	RESALE	8.00%	8.00%	
461	OCn-PTP	RESALE	8.00%	8.00%	
462	ADTS-E	RESALE	8.00%	8.00%	
463	DS0	RESALE	8.00%	8.00%	
464	DS1	RESALE	8.00%	8.00%	
465	DS3	RESALE	8.00%	8.00%	
466					
467	ISDN				
468	ISDN	RESALE	9.70%	9.70%	
469					
470	DIRECTORY ASSISTANCE SERVICES				
471	Directory Assistance Services	RESALE	15.00%	15.00%	
472	Local Operator Assistance Service	RESALE	15.00%	15.00%	
473	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA	
474					
475	TOLL				
476	TOLL	RESALE	25.00%	25.00%	
477					
478	OPTIONAL TOLL CALLING PLANS				

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	Additional
479	Optional Toll Calling Plans	RESALE	25.00%	25.00%	
480					
481	CENTREX (PLEXAR)				
482	SBC Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	
483	SBC Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	
484					
485	PRIVATE LINE				
486	Analog Private Lines	RESALE	8.00%	8.00%	
487	Private Line Channel Services	RESALE	8.00%	8.00%	
488					
489					
490					
491					
492	RESIDENCE				
493	LOCAL EXCHANGE SERVICE		RESALE DISCOUNTS		
494	Life Line	RESALE	RECURRING	NON-RECURRING	
495	Residence 1 Party	RESALE	0.00%	0.00%	
496	Residence Measured	RESALE	14.50%	25.00%	
497		RESALE	14.50%	25.00%	
498	EXPANDED LOCAL CALLING				
499	Extended Area Service	RESALE	17.50%	17.50%	
500					
501	VERTICAL SERVICES				
502	Anonymous Call Rejection	RESALE	23.00%	23.00%	
503	Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	
504	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	
505	Call Blocker	RESALE	23.00%	23.00%	
506	Call Forwarding	RESALE	23.00%	23.00%	
507	Call Forwarding - Busy Line	RESALE	23.00%	23.00%	
508	Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	
509	Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	
510	Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	
511	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	
512	Call Trace	RESALE	23.00%	23.00%	
513	Call Waiting	RESALE	23.00%	23.00%	
514	Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	
515	Caller ID (Calling Number)	RESALE	23.00%	23.00%	
516	Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	23.00%	23.00%	
517	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%	
518	Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
519	RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	
520	RCF, Intrastate	RESALE	23.00%	23.00%	
521	RCF, Interstate, International	RESALE	23.00%	23.00%	
522	RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	
523	RCF to 800	RESALE	23.00%	23.00%	
524	RCF Additional	RESALE	23.00%	23.00%	
525	Selective Call Forwarding	RESALE	23.00%	23.00%	
526	Speed Calling 8	RESALE	23.00%	23.00%	
527	Three Way Calling	RESALE	23.00%	23.00%	
528	Call Screening	RESALE	23.00%	23.00%	
529	Busy Line Transfer	RESALE	23.00%	23.00%	
530	Alternate Answer	RESALE	23.00%	23.00%	
531	Message Waiting - Tone	RESALE	23.00%	23.00%	
532	Easy Call	RESALE	23.00%	23.00%	
533	SBC Wisconsin Privacy Manager	RESALE	23.00%	23.00%	
534	Name and Number Delivery Service	RESALE	23.00%	23.00%	
535					
536	ISDN				
537	ISDN	RESALE	9.70%	9.70%	
538					
539	DIRECTORY ASSISTANCE SERVICES				
540	Directory Assistance Services	RESALE	15.00%	15.00%	
541	Local Operator Assistance Service	RESALE	15.00%	15.00%	
542	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA	
543					
544	OTHER				
545	Grandfathered Services	RESALE	0.00%	0.00%	
546	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
547	TouchTone	RESALE	23.00%	23.00%	
548	Home Services Packages	RESALE	23.00%	23.00%	
549	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
550	976 (976 Information Delivery Service)	RESALE	0%	0%	
551	Access Services (See Access Tariff)	RESALE	0%	0%	
552	Additional Directory Listings	RESALE	15.00%	15.00%	
553	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
554	Connection Services	RESALE	25.00%	25.00%	
555	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
556	Shared Tenant Service	RESALE	0%	0%	
557	Restoral of Service Charge			Tariff 20 Part 22 Section 2	
558					
559	TOLL				
560	Toll	RESALE	21.50%	21.50%	
561					
562	Electronic Billing Information Data (daily usage)	RESALE	\$ 0.000531		
563	per message	USAGE			
564					
565	Line Connection Charge				
566	Residence	RESALE		Tariff 20 Part 22 Section 2	
567	Business	RESALE		Tariff 20 Part 22 Section 2	
568					
569	Service Order/Service Request Charge				
570	Residence	RESALE		Tariff 20 Part 22 Section 2	
571	Business	RESALE		Tariff 20 Part 22 Section 2	
572					
573	Non-Electronic (Manual) Service Order Charge				
574	Residence	RESALE		Tariff 20 Part 22 Section 2	
575	Business	RESALE		Tariff 20 Part 22 Section 2	
576					

Line						
	WISCONSIN			SBC Recurring	SBC Non Recurring	
			USOC	Monthly	Initial	Additional
577	The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 IDLS conversion charge will be added to the new unbundled loop rates.					
578	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.					

SBC WISCONSIN
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to Metropolitan Telecommunications D/B/A Mettel (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT } \sigma^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})$
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT } \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT } \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC WISCONSIN** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC WISCONSIN applies the Z-Test as described in section 3.0.

- 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_s) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_s results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC WISCONSIN** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC WISCONSIN** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 **SBC WISCONSIN** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC WISCONSIN** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC WISCONSIN**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC WISCONSIN** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of

- performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC WISCONSIN have signed.
- 5.5 SBC WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), SBC WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 SBC WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC WISCONSIN and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SBC WISCONSIN’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC WISCONSIN’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that SBC WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC WISCONSIN’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SBC WISCONSIN’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SBC WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC WISCONSIN has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SBC WISCONSIN shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with SBC WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to

capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

- 6.5 CLEC and SBC WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. SBC WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 SBC WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC WISCONSIN and approved by the Commission will conduct these audits at SBC WISCONSIN's expense.

7.0 Exclusions Limited

- 7.1 SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. SBC WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends SBC WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, SBC WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where SBC WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the

- CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC WISCONSIN prevails. If SBC WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC WISCONSIN under all SBC WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC WISCONSIN has paid less than that amount due to the monthly threshold, SBC WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. SBC WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that SBC WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why SBC WISCONSIN should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 **SBC WISCONSIN**'s Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC WISCONSIN** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC WISCONSIN** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC WISCONSIN** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC WISCONSIN** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC WISCONSIN** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC WISCONSIN** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC WISCONSIN** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require SBC WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7 During this “proof of compliance” period, SBC WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC WISCONSIN provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 SBC WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, SBC WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that SBC WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, SBC WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is

made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical

- Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.
- 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:
- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC WISCONSIN.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC WISCONSIN reports performance that meets the applicable criterion.

That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the

applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC WISCONSIN will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC WISCONSIN Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for SBC WISCONSIN Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC WISCONSIN fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC WISCONSIN has failed to provide parity or benchmark performance for 3 consecutive months. If SBC WISCONSIN fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission . However, if during this same

time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then SBC WISCONSIN shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: SBC WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the SBC WISCONSIN Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

ATTACHMENT A

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, Wisconsin Bell, Inc. will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and Wisconsin Bell, Inc. will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P- Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T") and Metropolitan Telecommunications of Ohio, Inc. ("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 Ohio.

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"), dated June 1, 2005 (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 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. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” 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. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
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 upon filing with 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 AT&T 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 23rd day of March, 2006, by The Ohio Bell Telephone Company d/b/a AT&T Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Metropolitan Telecommunications of Ohio, Inc.*Filed w/o CLEC's signature per the PUCO's*By: March 7, 2006 entry in Case No. 05-887-TP-UNC**The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent**By: Rebecca L SparksName: _____
(Print or Type)

Name: Rebecca L. Sparks

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: March 23, 2006

FACILITIES-BASED OCN # _____

ACNA MTV

OHIO 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 the TRRO 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 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, and the property, which is owned and/or leased by the same end-user customer, 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 [Intentionally left blank.]
- 0.1.4 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).
- 0.1.5 Hybrid Loop is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.6 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 with a transmission capacity of 23 or fewer DS-0s.
- 0.1.7 [Intentionally left blank.]
- 0.1.8 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.
- 0.1.9 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.

- 0.1.10 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.
- 0.1.11 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.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the 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.”
- 0.1.13 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 AT&T 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 AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 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 AT&T 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.
- 0.1.15 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).
- 0.1.16 [Intentionally left blank.]
- 0.1.17 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 AT&T that is part of that transmission path.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).

0.1.19 [Intentionally left blank.]

0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, 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, with one or more such wholesale facilities or services. “Commingle” means the act of commingling.

0.1.21 “Commingled Arrangement” means the arrangement created by Commingling.

0.1.22 “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).

0.1.23 “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. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

- (i) [Intentionally left blank]
- (ii) OCn level dedicated transport¹;
- (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, AT&T 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;
- (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 TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

¹ Nothing herein is meant to indicate any agreement as to whether AT&T 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.

- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T 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, AT&T 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 Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
- 1.3.2 For any TRO Affected Element that AT&T provides notice, AT&T 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 AT&T 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 request disconnection; submit a request for analogous access service; or 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 (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction including those services ordered from a Tariff. 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 and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. AT&T 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 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, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T 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 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T 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 [Intentionally Left Blank.]
- 2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements**
- To avoid any doubt, pursuant to this Attachment, AT&T 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 AT&T 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, except as follows:

- 2.1.1 AT&T 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) as may be modified by effective orders issued by the Public Utilities Commission of Ohio, such as those decided or issued in Case No. 05-298-TP-UNC and Case No. 05-299-TP-UNC. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T 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. The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE-P customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.
- 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.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T 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 in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 AT&T 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 unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO 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 AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 AT&T 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, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 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 applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.
- 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, AT&T, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006, provided that the alternative arrangement is purchased by CLEC from AT&T.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T'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 or not.
- 3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport**
- 3.1 AT&T is not required to provision the following new high-capacity 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), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

- 3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T 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 will be required of AT&T 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), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.
- 3.1.3 DS3 Loops. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis 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 DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.
- 3.1.3.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.
- 3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to 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 DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.
- 3.1.4.1 In accordance with Rule 51.319(3), AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to 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 DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.
- 3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T 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.
- 3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T 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 Dark Fiber Unbundled Dedicated Transport will be required of AT&T 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 AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T 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 AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T 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, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to AT&T 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 AT&T is no longer required to provide the Unbundled Loops and Transport 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 established by the FCC in the TRRO 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 AT&T by the end of the transition period.

3.2.2.1 AT&T 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, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 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 applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. AT&T will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place, in connection with any conversion of its Embedded Base.

3.2.2.3 [Intentionally left blank.]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then

on March 11, 2006, AT&T, 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 AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

4.0 Non-Impaired Wire Center Criteria and Related Processes

- 4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. AT&T'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 AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T 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 Public Utilities Commission of Ohio 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 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T 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 AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T 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 AT&T 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, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 4.1.1 The parties recognize that wire centers that AT&T 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 AT&T 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, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 AT&T 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, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity 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 AT&T's determination and desires not to have the applicable established DS1/DS3 High Capacity 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 AT&T.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T'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 High Capacity 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 Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
 - 4.1.1.6 If the CLEC does provide self-certification pursuant to Section 4.1.1.4 to dispute AT&T's designation determination, AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T 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 Ohio Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Ohio Commission, but before the Ohio Commission has made a determination regarding the wire center designation, the

wire center designation(s) that were the subject of the dispute will be treated as though the Ohio Commission approved AT&T's designations.

- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T 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. AT&T 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. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Public Utilities Commission of Ohio's website. 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 Public Utilities Commission of Ohio's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Public Utilities Commission of Ohio to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if 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, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity 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 AT&T 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). 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.
- 4.4 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 4.5 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 for 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.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this 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 AT&T OHIO have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then AT&T 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.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements

5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in Ohio except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in Ohio under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T 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, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T 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 AT&T, CLEC shall request any such desired commingling arrangement and AT&T 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 AT&T

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, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank.]
- 5.4 For example, without limitation of this provision, AT&T 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, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T 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)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T 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 AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. 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 AT&T, and AT&T 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 AT&T.
- 5.6 AT&T 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 AT&T. 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 AT&T 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.
- 5.7 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T 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.
- 5.8 [Intentionally left blank.]

- 5.9 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act (“271 Elements”) or Applicable Law: (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).
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (ii) services obtained from third parties or (ii) 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 AT&T.
- 6.0 EELs**
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T 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, AT&T 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 Requirements 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 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T 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 such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T 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 AT&T. Provided that AT&T has received such self certification from CLEC, AT&T 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 lower 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 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 criteria set forth in this Section 6.0 shall apply in 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 Section 6.0 of this Attachment if it is:

- (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or
- (B) Established pursuant to any collocation type defined in any AT&T 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 6.3.2(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 [Intentionally left blank.]
- 6.3.7 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 requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.8 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Ohio 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 service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Ohio, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T 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 AT&T seek to commence an audit.
- 6.3.8.2 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 (AICPA), 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 qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.
- 6.3.8.3 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.
- 6.3.8.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor's report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to

AT&T to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. 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 circuit beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the UNE or UNE combination, or Commingled Arrangement, 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 addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 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. AT&T can seek such an audit for any particular circuit 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 (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T 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 capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank.]

6.6 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T 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 AT&T charged prior to October 2, 2003 as set forth in Appendix Pricing of this 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, AT&T 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 AT&T, 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 AT&T 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. AT&T 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 AT&T 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 AT&T 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. AT&T is not obligated to perform such activities.

8.1.4 [Intentionally left blank.]

8.1.5 [Intentionally left blank.]

8.1.6 AT&T shall be entitled to recover the costs of routine network modifications, to the extent such costs are not otherwise recovered through the recurring or non-recurring charges in AT&T's current UNE rates.

8.1.6.1 AT&T has established the following interim prices to be charged to CLEC for the routine network modifications (RNM) identified below:

- i. Repeaters (per repeater)
 - a. Initial installation--\$588.24
 - b. Subsequent channels with trip--\$498.28
 - c. Subsequent channels without trip--\$414.32
- ii. Dark Fiber Transport Splicing (per splice)
 - a. Initial--\$726.65
 - b. Additional splices, same enclosure--\$185.50
 - c. Additional splices, different enclosure, same path--\$521.66

8.1.6.2 Any costs for other RNMs which AT&T asserts are not otherwise recovered through AT&T's recurring or non-recurring charges associated with AT&T's current UNE rates shall be addressed in the following manner: The first time an RNM function is performed by AT&T on behalf of a CLEC, AT&T should perform all functions and take all steps necessary to provide access to the requested UNE, including RNM, in a timely manner, and should charge that CLEC and all subsequent CLECs requesting that function an interim price for such service.

8.1.6.3 The interim prices set forth or provided for in this Section 8.1.6 shall apply until AT&T and CLEC agree to other rates or until the State Commission determines different rates. The interim prices set forth or provided for herein shall be subject to true-up, back to the effective date of this Amendment, upon the effectiveness of the Ohio Commission's final order in a proceeding to

determine appropriate rates for RNMs. AT&T or CLEC may seek Ohio Commission review of any interim prices charged pursuant to this subsection 8.1.6.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 AT&T 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. AT&T 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 AT&T 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. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 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. AT&T is not obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, AT&T 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 AT&T 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 AT&T Ohio as resale, UNE-P, or Local Wholesale Complete™ to CLEC-provided analog, circuit 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 AT&T’s CLEC Online website (or successor website). Any future enhancements or modifications to AT&T’s Batch Hot Cut Process Offerings will be made in accordance with AT&T’s Change Management Process. AT&T will ensure that its Batch Hot Cut Process Offerings comply with all applicable Public Utilities Commission of Ohio batch cut rulings.

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. AT&T 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 AT&T-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 AT&T 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 AT&T-provided switching to service provisioned using CLEC-provided switching.

9.2 Pricing For Batch Hot Cut Process Offerings. 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 Attachment 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, AT&T 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, AT&T 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. AT&T 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, AT&T 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 AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T 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 AT&T 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, AT&T 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. AT&T may charge applicable service order charges or record change charges.

10.1.3 AT&T 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, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves 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 applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. AT&T will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place.

10.1.4 AT&T 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 AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T 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. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

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

- (a) AT&T 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 AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T 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, AT&T 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, AT&T 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, AT&T 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 and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter AT&T will perform, 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 Appendix. 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 AT&T’s Generic Interconnection Agreement.
 - 11.1.4 AT&T 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, AT&T’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, AT&T 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 AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (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 AT&T 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, AT&T is required to only make the TDM functionality available on an unbundled basis.
 - 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T 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 Appendix.
 - 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 Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.
 - 11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements

- 12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.
- 12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 [Intentionally left blank.]

14.0 Entrance Facilities and Interconnection Facilities.

- 14.1 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 AT&T'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.
- 14.2 Notwithstanding Section 14.1, AT&T is required to provide access to facilities that CLEC requests to interconnect with AT&T'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").

BATCH HOT CUT PROCESS OFFERING—PRICING SCHEDULE

[illegible]

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
AT&T
AND
METTEL**

The Interconnection Agreement dated June 1, 2005 by and between Illinois Bell Telephone Company d/b/a SBC Illinois¹, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana², Michigan Bell Telephone Company d/b/a SBC Michigan³, Nevada Bell Telephone Company d/b/a SBC Nevada⁴, The Ohio Bell Telephone Company d/b/a SBC Ohio⁵, Pacific Bell Telephone Company d/b/a SBC California⁶, The Southern New England Telephone Company d/b/a SBC Connecticut⁷, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas⁸ and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin⁹ (collectively, "AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE (collectively, "MetTel") ("Agreement") effective in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin is hereby amended as follows:

1. Section 5 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 on April 9, 2007 until April 9, 2010 (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 MetTel, by AT&T 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 shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

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

² Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

³ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

⁴ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

⁵ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio".

⁶ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

⁷ The Southern New England Telephone Company does business under the name "AT&T Connecticut".

⁸ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Arkansas as "AT&T Arkansas", in Kansas as "AT&T Kansas", in Missouri as "AT&T Missouri", in Oklahoma as "AT&T Oklahoma" and in Texas as "AT&T Texas".

⁹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

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.
6. For all states except Arkansas, Connecticut and Ohio: This Amendment shall be filed with and is subject to approval by the appropriate state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Connecticut: This Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. For Ohio: Based on the practice of the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of January, 2008, by AT&T, signing by and through its duly authorized representative, and MetTel, signing by and through its duly authorized representative.

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE

By: [Signature]

Name: DAVID ARONOW
(Print or Type)

Title: Pres
(Print or Type)

Date: 12/16/07

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: [Signature]

Name: Eddie A. Reed, Jr
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-11-08

RESALE OCN # 2372

ACNA MTV

	<u>UNE OCN</u>
ARKANSAS	631A
CALIFORNIA	180A
CONNECTICUT	5998
ILLINOIS	183A
INDIANA	184A
KANSAS	185A
MICHIGAN	180C

	<u>UNE OCN</u>
MISSOURI	553D
NEVADA	187A
OHIO	181C
OKLAHOMA	189A
TEXAS	0241
WISCONSIN	193A

**RETAIL TARIFF AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. d/b/a METTEL DE**

This is a Retail Tariff Amendment (the "Amendment") to the Interconnection Agreement, including, without limitation, all appendices and attachments thereto (the "Agreement"), by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and Metropolitan Telecommunications of Ohio, Inc. dba MetTel DE ("CLEC") (collectively referred to as "the Parties") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in Wisconsin Bell v. Bie concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, in its Opinion and Order in Case No. 06-1345-TP-ORD, dated June 6, 2007, the Public Utilities Commission of Ohio held that all regulated nonresidential Tier 2 services and all regulated toll services shall no longer be included in tariffs filed with the Commission, and,

WHEREAS, on April 1, 2008, AT&T Ohio will move the rates, terms and conditions for certain of its regulated retail services (as defined by Ohio law) from the retail tariff to the AT&T Ohio Guidebook (the "Guidebook"); and,

WHEREAS, such certain regulated retail services include non-residential Tier 2 services and all message toll services (residential and non-residential) and more specifically exclude:

- Primary business local exchange service access line and local usage
- Number Only Caller ID
- 2nd and 3rd business local exchange service access lines and usage in non-competitive exchanges
- Call Trace in non-competitive exchanges
- Call Waiting in non-competitive exchanges
- N-1-1 Service in non-competitive exchanges
- Non-Pub Service in non-competitive exchanges
- Payphone Access Lines in non-competitive exchanges
- Per Line Call Blocking in non-competitive exchanges
- Switched and Special Access services; and,

WHEREAS, the Parties desire to amend their current Agreement to reflect the above-referenced changes.

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

1. INTRODUCTION

1.1 The Recitals hereon are incorporated into this Amendment.

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 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 All references in the Agreement, if any, to the retail tariff, or the like, shall be deemed to include the AT&T Ohio Guidebook (including, without limitation, its rates, terms and conditions). AT&T Ohio will post the Guidebook to an AT&T website at att.com/guidebook on or about March 1, 2008 and it will become effective on April 1, 2008.
- 2.1.2 Any changes to the rates, terms and conditions of the Guidebook will be automatically incorporated herein effective on the date any such change is made or otherwise effective as stated in the Guidebook.

3. AMENDMENT EFFECTIVE DATE

- 3.1 Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing ("Amendment Effective Date") and is deemed approved by operation of law on the 91st day after filing.

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. RESERVATIONS OF RIGHTS

- 5.1 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.

6. MISCELLANEOUS

- 6.1 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.
- 6.2 This Amendment constitutes the entire amendment of the Agreement concerning the subject matter hereof and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

Metropolitan Telecommunications of Ohio,
Inc. dba MetTel DE

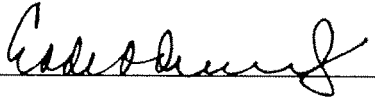
By: 

Printed: ANDONI ECONOMOU

Title: COO & EVP
(Print or Type)

Date: 3/19/08

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

By: 

Printed: EDDIE A. REED JR

Title: DIRECTOR INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 3.31.08

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UNE OCN 0
Switch Based OCN
ACNA MTV

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Case No(s). 09-1834-TP-NAG

Summary: Application Part 3 electronically filed by Jon F Kelly on behalf of AT&T Ohio