

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of SBC Ohio )  
for the Review of an Agreement Pursuant to Section 252 )  
of the Telecommunications Act of 1996. )

Case No. 05-1385-TP-NAG

Name of Registrant(s) SBC Ohio  
DBA(s) of Registrant(s) SBC Ohio is a registered trade name of The Ohio Bell Telephone Company.  
Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215  
Company Web Address www.sbc.com  
Regulatory Contact Person(s) Jon F. Kelly Phone (614) 223-7928 Fax: (614) 223-5955  
Regulatory Contact Person's Email Address jon.kelly@ameritech.com  
Contact Person for Annual Report Mike Schaedler Phone (216) 822-8307  
Consumer Contact Information Kathy Gentile-Klein Phone (216) 822-2395  
Date November 14, 2005

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. ***It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.***

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No.15 on this page.*
  - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☒ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
*NOTE: Notifications do not require or imply Commission Approval.*
  - ☐ a. New End User Service (0-day notice, 10 copies)
  - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
  - ☐ c. Withdrawal of service (0-day notice, 10 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
- ☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
- ☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice , 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP – CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi),	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail.

	5,10,16,18(b-c), 20-21]	NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input checked="" type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving <b>and</b> local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff: _____

**III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.**

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

**IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:**

Robert J. Wentz, Manager, 614/223-7950, Susan Drombetta, State Regulatory Advocate, 614/223-8184, Jon F. Kelly, Counsel, 614/223-7928, or Mary Ryan Fenlon, Counsel, 614/223-3302, SBC Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

**V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:**

**Kathy Gentile-Klein**  
**45 Erieview Plaza**

**Manager-Customer Complaints (216) 822-2395**  
**Cleveland, Ohio 44114**

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

**VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)**

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions, Inc., Cert. No. 90-5181; Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304; Ameritech Wireless Communications, Inc., d/b/a Cingular, Cert. No. 90-5354; Ameritech Mobile Communications, Inc., d/b/a SBC Paging, Cert. No. 90-5541, SBC Long Distance, Inc., Cert. No. 90-6150.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (Location)

\_\_\_\_\_  
\*(Signature and Title) (Date)

***\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

**VERIFICATION**

I, Jon F. Kelly verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\_\_\_\_\_  
/s/ Jon F. Kelly Counsel 11/14/2005  
\*(Signature and Title) (Date)

***\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division** (or to the Telecommunications Division Chief if a prefiling submittal)  
**180 East Broad Street, Columbus, OH 43215-3793**

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application For Approval Of )	
An Agreement Between SBC Ohio and )	
Spectrotel, Inc. )	Case No. 05-1385-TP-NAG
Pursuant To Section 252 of the )	
Telecommunications Act of 1996. )	

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APPLICATION FOR APPROVAL OF AN AGREEMENT  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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SBC Ohio<sup>1</sup> hereby files the attached agreement dated November 7, 2005 ("the Agreement") between itself and Spectrotel, Inc., ("the Parties") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) ("the Act"). This filing is being made pursuant to the Act.

The Agreement, which provides for interconnection between the Parties' networks, has been arrived at through negotiations between the Parties as contemplated by Section 252(a) of the Act.

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof ". . . discriminates against a telecommunications carrier not a

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<sup>1</sup> SBC Ohio is a registered trade name for The Ohio Bell Telephone Company.

party to the agreement" or ". . . implementation of such Agreement or portion is not consistent with the public interest, convenience, and necessity." Since the Agreement is the result of voluntary negotiations between the Parties, the Agreement is not subject to review under the standards set forth in Sections 252(b), 252(c) and 252(d) of the Act.

SBC Ohio represents that the Agreement is not discriminatory and that it will make the Agreement available to any other telecommunications carrier in SBC Ohio's service territory. However, the Agreement does not preclude different arrangements with other providers. In addition, this Agreement does not impact any other company's right to negotiate or arbitrate issues pursuant to the Act.

The Agreement is in the public interest, convenience and necessity because it establishes the terms and conditions for interconnection between the Parties' networks. The Agreement represents the end product of good faith negotiations by the Parties. This is the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Thus, the implementation of the Agreement will be consistent with the public interest, convenience and necessity.

In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application. Under the Commission's Guidelines for Mediation and Arbitration, as amended on March 27, 1997, the Agreement shall be deemed approved on the 91st day after

filing unless the Commission orders otherwise (Guideline VI.B).

By executing the Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, SBC Ohio does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC Ohio the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. SBC Ohio also notes that by executing the Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under the Intervening Law paragraph.

WHEREFORE, SBC Ohio requests that the Commission approve the Agreement.

Respectfully submitted,

SBC OHIO

By: /s/ Jon F. Kelly  
Jon F. Kelly  
SBC  
150 E. Gay St., Rm. 4-C  
Columbus, OH 43215

(614) 223-7928

Its Attorney

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

**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**

**SUBJECT INDEX**

**SUBJECT**

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**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF  
1996**

**between one or more of**

**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,  
Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

**and**

**Spectrotel, Inc.**

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## INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc. owned ILEC's 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 SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, Spectrotel, Inc. ("CLEC"), (a Delaware corporation), shall apply to the states California, Connecticut, Illinois, Indiana, Michigan and Ohio.

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

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

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

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

**NOW, THEREFORE**, the Parties hereby agree as follows:

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

## **GENERAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

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

#### **1.1 General Definitions**

- 1.1.1 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding **SBC-13STATE** to the client/End User community.
- 1.1.5 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
  - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
  - 1.1.5.2 x.25-based and x.75-based packet technologies, or
  - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **“Affiliate”** is As Defined in the Act.
- 1.1.7 **“Alternate Billing Service” (ABS) or “Alternately Billed Traffic” (ABT)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.10 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.11 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.12 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.13 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC-owned ILEC** does not provision new retail services and products.
- 1.1.14 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.

- 1.1.15 **“CABS”** means the Carrier Access Billing System.
- 1.1.16 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.17 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC’s switch to an **SBC-13STATE** E911 Selective Router.
- 1.1.18 **“Centralized Message Distribution System” (CMDs)** means the transport system that LECs use to exchange out collect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDs.
- 1.1.19 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
  - 1.1.19.1 **“End Office Switch” or “End Office”** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
  - 1.1.19.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.20 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.21 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.22 **“Collocation”** is an arrangement is an arrangement where a CLEC leases space at an **SBC-13STATE** premises for the placement of equipment necessary for interconnection or access to **SBC-13STATE** Lawful UNEs.
- 1.1.23 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.24 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
  - 1.1.24.1 **the Arkansas Public Service Commission (AR-PSC);**
  - 1.1.24.2 **Public Utilities Commission of the State of California (CA-PUC);**
  - 1.1.24.3 **the Connecticut Department of Public Utility Control (DPUC);**
  - 1.1.24.4 **the Illinois Commerce Commission (IL-CC);**
  - 1.1.24.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
  - 1.1.24.6 **the Kansas Corporation Commission (KS-CC);**
  - 1.1.24.7 **the Michigan Public Service Commission (MI-PSC);**
  - 1.1.24.8 **the Missouri Public Service Commission (MO-PSC);**
  - 1.1.24.9 **the Public Utilities Commission of Nevada (NV-PUC);**
  - 1.1.24.10 **the Public Utilities Commission of Ohio (PUC-OH);**
  - 1.1.24.11 **the Oklahoma Corporation Commission (OK-CC);**
  - 1.1.24.12 **the Public Utility Commission of Texas (PUC-TX); and**
  - 1.1.24.13 **the Public Service Commission of Wisconsin (PSC-WI).**

- 1.1.25 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.26 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.27 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.28 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.
- 1.1.29 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC-13STATE**'s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.30 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.31 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.32 **“Declassified” or “Declassification”** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as **“Declassified.”**
- 1.1.33 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.33.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
  - 1.1.33.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
  - 1.1.33.3 any Force Majeure Event.



- 1.1.34 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.35 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
  - 1.1.35.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
  - 1.1.35.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
  - 1.1.35.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.36 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.37 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.38 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.39 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.40 **“Exchange Access”** is As Defined in the Act.
- 1.1.41 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.42 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.43 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.44 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.45 **“Feature Group D” (FGD)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.46 **“FCC”** means the Federal Communications Commission.
- 1.1.47 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.1.48 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX

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

- 1.1.49 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.50 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.51 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.52 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.53 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.54 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.55 **"Interconnection"** is As Defined in the Act.
- 1.1.56 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.57 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.58 **"InterLATA"** is As Defined in the Act.
- 1.1.59 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.60 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.61 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.62 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.63 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

- 1.1.64 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.65 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.66 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.67 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.68 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.69 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.70 **“Local Loop Transmission”, “Lawful Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.
- 1.1.71 **“Local Number Portability” (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.72 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.73 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.74 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.1.75 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.76 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

- 1.1.77 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.78 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.79 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.80 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.81 **“Network Element”** is As Defined in the Act.
- 1.1.82 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.83 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.84 **“Number Portability”** is As Defined in the Act.
- 1.1.85 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.86 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.87 **“Out of Exchange LEC” (OE-LEC)** means **Spectrotel, Inc.** operating within **SBC-13STATE**’s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.
- 1.1.88 **“Out of Exchange Traffic”** is defined as local, transit, or intraLATA traffic to or from a non-SBC ILEC exchange area.
- 1.1.89 **“Party”** means either CLEC or the SBC-owned ILEC; use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.
- 1.1.90 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.91 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.92 **“Physical Collocation”** is as defined in Appendix Physical Collocation.
- 1.1.93 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.

- 1.1.94 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.95 **“Port”** is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.96 **“Rate Center Area”** means the following in each applicable area:
- 1.1.96.1 **SBC MIDWEST REGION 5-STATE**
- 1.1.96.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.1.96.2 **SBC NEVADA**
- 1.1.96.2.1 **“Rate Center”** denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 1.1.96.3 **SBC CALIFORNIA**
- 1.1.96.3.1 **“Rate Center”** denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
- 1.1.96.4 **SBC CONNECTICUT**
- 1.1.96.4.1 **“Rate Center”** means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.
- 1.1.96.5 **SBC SOUTHWEST REGION 5-STATE**
- 1.1.96.5.1 **“Rate Center”** means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.
- 1.1.97 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.98 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.99 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

- 1.1.100 **"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.
- 1.1.101 **"SBC-2STATE"** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.102 **"SBC-4STATE"** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.103 **"SBC-7STATE"** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.104 **"SBC-8STATE"** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.105 **"SBC-10STATE"** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.106 **"SBC-12STATE"** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.107 **"SBC-13STATE"** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.108 **"SBC ARKANSAS"** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.1.109 **"SBC CALIFORNIA"** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.1.110 **"SBC CONNECTICUT"** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.111 **"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.
- 1.1.112 **"SBC ILLINOIS"** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.1.113 **"SBC INDIANA"** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.1.114 **"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.

- 1.1.115 **“SBC MIDWEST REGION 5-STATE”** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.116 **“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.
- 1.1.117 **“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.
- 1.1.118 **“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.
- 1.1.119 **“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.
- 1.1.120 **“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.
- 1.1.121 **“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.
- 1.1.122 **“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.
- 1.1.123 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 1.1.124 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.125 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.126 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (**SSP**), Service Control Points (**SCP**), Signaling Points (**SP**), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.127 **“State Abbreviation”** means the following:
- 1.1.127.1 “AR” means Arkansas
  - 1.1.127.2 “CA” means California
  - 1.1.127.3 “CT” means Connecticut
  - 1.1.127.4 “IL” means Illinois
  - 1.1.127.5 “IN” means Indiana
  - 1.1.127.6 “KS” means Kansas
  - 1.1.127.7 “MI” means Michigan
  - 1.1.127.8 “MO” means Missouri
  - 1.1.127.9 “NV” means Nevada
  - 1.1.127.10 “OH” means Ohio
  - 1.1.127.11 “OK” means Oklahoma
  - 1.1.127.12 “TX” means Texas
  - 1.1.127.13 “WI” means Wisconsin

- 1.1.128 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.129 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.130 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.131 **“Telecommunications”** is As Defined in the Act.
- 1.1.132 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.133 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.134 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.135 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.136 **“Third Party”** means any Person other than a Party.
- 1.1.137 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.138 **“Trunk”** means a communication line between two switching systems.
- 1.1.139 **“Trunk-Side”** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.1.140 **“Lawful Unbundled Network Element” or “Lawful UNE”** is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).
- 1.1.141 **“Virtual Collocation”** is as defined in Appendix Virtual Collocation.
- 1.1.142 **“Wire Center”** is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
- 1.2 Definitions Applicable to **SBC-12STATE** Only
- 1.2.1 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.2 **“Serving Wire Center” (SWC)** means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.2.3 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.3 Definitions Applicable to **SBC-7STATE** Only
- 1.3.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.



1.4 Definitions Applicable to **SBC MIDWEST REGION 5-STATE** Only

1.4.1 “**Line Side**” refers to the switch port toward the CLEC’s side of the equipment.

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the **SBC-13STATE** ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

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

2.5.3 Wherever the term "customer" is used in connection with **SBC SOUTHWEST REGION 5-STATE**'s retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

## 2.6 Conflict in Provisions

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

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

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

## 2.7 Joint Work Product

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

## 2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

## 2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

## 2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a

result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

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

## 2.11 State-Specific Rates, Terms and Conditions

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

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

- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

## 2.12 Scope of Obligations

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

- 2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and

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

- 2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which **SBC-12STATE** agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale

under Section 251(c)(4) of the Act in **SBC-12STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-12STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-12STATE**'s incumbent local exchange areas. **SBC-12STATE** has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-12STATE**'s incumbent local exchange areas. In addition, **SBC-12STATE** is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-12STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in **SBC-12STATE**'s current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC-12STATE** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC-12STATE** has been approved by the relevant state Commission and is in effect.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by **SBC-12STATE** under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

## 2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, the existing Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

2.14 This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to Lawful UNEs, Collocation and Resale in **SBC-13STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available Lawful UNEs, Collocation and Resale to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide Lawful UNEs, Collocation and Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of **SBC-13STATE**'s incumbent local exchange

areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the CLEC's current Interconnection Agreement (including but not limited to the associated Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to CLEC for provisioning services within an SBC-13STATE incumbent local exchange area(s) in the State in which the CLEC's Interconnection Agreement has been approved by the Commission and is in effect.

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

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). SBC-13STATE will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that SBC-13STATE is required to provide to CLEC under this Agreement unless and until: (i) SBC-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to SBC-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following SBC-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

### 4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within \_\_\_\_ calendar days and to residential End Users within \_\_\_\_ calendar days.
- 4.2 SBC-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily

Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 4.6.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 4.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
- 4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
  - 4.6.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
  - 4.6.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
  - 4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.6.8 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.7 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert the appropriate it's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide **SBC-13STATE** with a copy.
- 4.8 Assignment
  - 4.8.1 Assignment of Contract
    - 4.8.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior

written consent of **SBC-13STATE**. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to **SBC-13STATE**; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

4.8.2 Corporate Name Change and/or change in "d/b/a" only

4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

4.8.3 Company Code Change

4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.8.3.1, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain **SBC-13STATE**'s consent. **SBC-13STATE** shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, **SBC-13STATE**'s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

4.8.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

- 4.8.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.
- 4.8.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.
- 4.8.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and Lawful UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 4.8.5 Project Coordination
- 4.8.5.1 **SBC-13STATE** will provide project management support to effectuate changes of the types identified in Sections 4.9.2, 4.9.3, and 4.9.4.
- 4.8.5.2 **SBC-13STATE** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **SBC-13STATE**'s most current version of LSOR or ASOR guidelines not support the required order activity, **SBC-13STATE** will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **SBC-13STATE** any and all information **SBC-13STATE** reasonably requests to effectuate such changes.
- 4.9 When an End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.
- 4.9.1 The following pertains to **SBC ILLINOIS**, **SBC WISCONSIN** and **SBC CALIFORNIA** only:
- 4.9.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.



4.9.2 The following applies to **SBC INDIANA** only:

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

4.9.3 The following applies to **SBC MICHIGAN** only:

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

4.9.4 The following applies to **SBC OHIO** only:

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

- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 4.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

## 5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In **SBC-13STATE**, with the exception of **SBC OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **SBC OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.

- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on January 01, 2007, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on January 01, 2008 (the “Term”). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 41; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 If written notice is not issued pursuant to Section 5.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90)

calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

## 6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT). ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SBC-10STATE**, **SBC CALIFORNIA**, and **SBC CONNECTICUT** will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC-10STATE** and **SBC CONNECTICUT** will provide via fax.
- 6.4.1 **SBC SOUTHWEST REGION 5-STATE** (on behalf of itself and **SBC CONNECTICUT**) and **SBC CALIFORNIA** will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud for CLEC using the same criteria **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

- 6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABT-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.6 In **SBC CALIFORNIA** 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (**TARS**). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing. For terms and conditions for TARS, see Appendix Resale.

## 7. ASSURANCE OF PAYMENT

- 7.1 Upon request by **SBC-13STATE**, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.
- 7.2 Assurance of payment may be requested by **SBC-12STATE** if:
- 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for charges incurred as a CLEC; or
- 7.2.2 in **SBC-12STATE**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
- 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
- 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of
- 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
- 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC-owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
- 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.
- 7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC SOUTHWEST REGION 5-STATE** may request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.

- 7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest, however, **SBC-12STATE** will not pay interest on a Letter of Credit.
- 7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 7.6.3 The expiration or termination of this Agreement.
- 7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; provided, however, that **SBC-12STATE** will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 A cash deposit held by **SBC-12STATE** shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.
- 7.10 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.11 For adequate assurance of payment of amounts due (or to become due) to **SBC CONNECTICUT**, see the applicable DPUC ordered tariff.

## 8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 8.1.1 Remittance in full of all bills rendered by SBC-10STATE and SBC CALIFORNIA is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
- 8.1.2 Remittance in full of all bills rendered by SBC NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.3 Remittance in full of all bills rendered by SBC CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-12STATE as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to SBC SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS will be governed by the SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any SBC MIDWEST REGION 5-STATE billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law,

compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

- 8.2 If any charge incurred by SBC-13STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-13STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC shall make all payments to SBC-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and SBC-12STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by SBC-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC-12STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to SBC CONNECTICUT in "immediately available funds." All payments to SBC CONNECTICUT must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC CONNECTICUT. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and SBC CONNECTICUT will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by SBC CONNECTICUT no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC CONNECTICUT is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.
- 8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 8.6 Requirements to Establish Escrow Accounts.
- 8.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 8.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

- 8.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
- 8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
  - 8.6.2.1 The escrow account must be an interest bearing account;
  - 8.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
  - 8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
  - 8.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
  - 8.6.2.5 disbursements from the escrow account will be limited to those:
    - 8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
    - 8.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
    - 8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 8.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
  - 8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
    - 8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
    - 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
    - 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.



- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC SOUTHWEST REGION 5-STATE**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Service provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.
- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to **SBC-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by **SBC-13STATE** through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 **SBC SOUTHWEST REGION 5-STATE** will bill CLEC for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information Data (Daily Usage) per message" or Provision of Message Detail a.k.a. Daily Usage File (DUF)."
- 8.10.5 Interexchange call detail on Resale Services that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when **SBC-13STATE** records the message.
- 8.11 When CLEC serves its end user via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's end users, except in SBC Connecticut. The originating Party will pay the Party that has the billable end user a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

## 9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 9.2.1 **SBC INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
- 9.2.2 **SBC KANSAS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.2.3 **SBC MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
- 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.6; and
- 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-12STATE**
- 9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10)

Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:

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

9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 **SBC MIDWEST REGION 5-STATE** only

9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **SBC INDIANA** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE** only

9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.

9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.

9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

- 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SBC KANSAS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
- 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SBC MISSOURI** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
- 9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.
- 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.
- 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.
- 9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
- 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
- 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
- 9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.
- 9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.
- 9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,
- 9.7.6.2.1 in **SBC CALIFORNIA** only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit,

**SBC CALIFORNIA** will furnish transferred and subsequently disconnected local residential End Users with “quick dial tone.”

9.8 **SBC CONNECTICUT** only

9.8.1 For nonpayment and procedures for disconnection for **SBC CONNECTICUT**, see the applicable DPUC ordered tariff.

9.9 **Limitation on Back-billing and Credit Claims:**

9.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

9.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

9.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section and is addressed separately in the Reciprocal Compensation Attachment.

10. **DISPUTE RESOLUTION**

10.1 **Finality of Disputes**

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

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

10.2 **Alternative to Litigation**

10.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.3 **Commencing Dispute Resolution**

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

10.3.1.1 Service Center (**SBC MIDWEST REGION 5-STATE**), LSC (**SBC-7STATE**) or LEC-C (**SBC CONNECTICUT**);

10.3.1.2 Informal Dispute Resolution; and

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

- 10.4 LSC/Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to **SBC-13STATE** for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center **SBC MIDWEST REGION 5-STATE** Service Center; **SBC-7STATE** Local Service Center (LSC); **SBC CONNECTICUT** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on **SBC-13STATE**'s current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

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

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

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

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form,

frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

#### 10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

#### 10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC SOUTHWEST REGION 5-STATE)**; **Chicago, Illinois (SBC MIDWEST REGION 5-STATE)**; **San Francisco, California (SBC CALIFORNIA)**; **Reno, Nevada (SBC NEVADA)**; or **New Haven, Connecticut (SBC CONNECTICUT)**, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the

arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## 11. AUDITS – Applicable in **SBC-12STATE** only

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

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

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

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



- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.
- 11.2 Audits - **SBC CONNECTICUT** only
- 11.2.1 Except as provided in Appendix Compensation, **SBC CONNECTICUT** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SBC CONNECTICUT**, CLEC and all other CLECs doing business with **SBC CONNECTICUT** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SBC CONNECTICUT**'s billing and invoicing.
- 11.2.2 **SBC CONNECTICUT** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SBC CONNECTICUT** employees, books, records and other documents reasonably necessary to perform the audit.
- 11.2.3 **SBC CONNECTICUT** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SBC CONNECTICUT** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC CONNECTICUT** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SBC CONNECTICUT**, however, **SBC CONNECTICUT** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC CONNECTICUT**.

## 12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS,

FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

### 13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CLEC nor SBC-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

#### 14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the

Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

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

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

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

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services; provided under this Agreement; and

14.4.1.2.2 no infringement would have occurred without such modification.

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

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

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

14.5.1.1 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as **SBC-13STATE**.

- 14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by **SBC-13STATE**.
- 14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including **SBC-13STATE**.
- 14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.6 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **SBC-13STATE**'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.
- 14.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on **SBC-13STATE** facilities, that Party ("**Indemnifying Party**") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("**Indemnitee's**") facilities.
- 14.8 Indemnification Procedures
- 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the

Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

- 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

## 15. PERFORMANCE MEASURES

- 15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

## 16. INTELLECTUAL PROPERTY

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

## 17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 17.1.1, 17.1.2, or 17.1.3.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<b>SBC-13STATE</b> CONTACT
NAME/TITLE	Paola M. Bulloch/ Sr., Director of Regulatory Affairs	Contract Management ATTN: Notices Manager
STREET ADDRESS	655 Shrewsbury Avenue	311 S. Akard, 9 <sup>th</sup> Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Shrewsbury, NJ 07702	Dallas, TX 75202-5398
FACSIMILE NUMBER	732-345-7805	214-464-2006

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

- 17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

- 17.3 In the **SBC-13STATE**'s Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.4 In **SBC-13STATE** CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 17.5 **SBC SOUTHWEST REGION 5-STATE** only:
- 17.5.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide **SBC SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices from **SBC SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Lawful Unbundled Network Elements under this Agreement.

## 18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

## 19. NO LICENSE

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

## 20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or



- 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

## 21. INTERVENING LAW

- 21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

## 22. GOVERNING LAW

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

## 23. REGULATORY APPROVAL

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

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

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

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

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

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

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

24.2 Applies to **SBC CONNECTICUT** only

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

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

**25. COMPLIANCE AND CERTIFICATION**

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

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

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

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

**26. LAW ENFORCEMENT**

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

26.1.1 **Intercept Devices:**

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

26.1.2 **Subpoenas:**

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

26.1.3 **Emergencies:**

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

User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

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

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

## **27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**

- 27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

## **28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

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

## **29. INTENTIONALLY LEFT BLANK.**

## **30. SUBCONTRACTING**

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity,

guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("**CPNI**") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

### 31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, SBC-13STATE shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC-13STATE or any person acting on behalf of SBC-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC-13STATE or any person acting on behalf of SBC-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which SBC-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC-13STATE or any person acting on behalf of SBC-13STATE.
- 31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at SBC-13STATE's request, indemnify, defend, and hold harmless SBC-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 31.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 31.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any

potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

- 31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

## **32. FORCE MAJEURE**

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

## **33. TAXES**

- 33.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.
- 33.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the

- obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 33.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 33.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 33.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.9 With respect to any Tax or Tax controversy covered by this Section 33, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a

contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

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

#### **34. NON-WAIVER**

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

#### **35. NETWORK MAINTENANCE AND MANAGEMENT**

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 35.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 35.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 35.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of SBC-13STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such



occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

### 36. SIGNALING

36.1 **SBC-13STATE** will provide SS7 signaling pursuant to applicable access tariff.

### 37. CUSTOMER INQUIRIES

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

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

37.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

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

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

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

### 38. EXPENSES

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

38.2 **SBC-12STATE** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

### 39. CONFLICT OF INTEREST

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

### 40. SURVIVAL

40.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 8.8; Section 10, Section 11; Section 13; Section 14;

Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

#### **41. SCOPE OF AGREEMENT**

- 41.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 41.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

#### **42. AMENDMENTS AND MODIFICATIONS**

- 42.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 42.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

#### **43. APPENDICES INCORPORATED BY REFERENCE**

- 43.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
- 43.1.1 **SBC-13STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.
- 43.2 COLLOCATION -- SECTION 251(c)(6)
- 43.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.
- 43.3 DIALING PARITY -- SECTION 251(b)(3)
- 43.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 43.3.2 **SBC-12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.
- 43.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)
- 43.4.1 **SBC-13STATE** shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

43.5 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

43.5.1 The Parties shall provide to each other Permanent Number Portability (**PNP**) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

43.6 OTHER SERVICES

43.6.1 911 and E911 Services

43.6.1.1 **SBC-13STATE** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is/are attached hereto and incorporated herein by reference.

43.6.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

43.6.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore **SBC-13STATE** shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

43.6.1.2.2 CLEC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

43.6.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to **SBC-13STATE**, and, following **SBC-13STATE**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

43.6.1.2.4 CLEC agrees to indemnify and hold **SBC-13STATE** harmless from the consequences of CLEC's decision to not interconnect with **SBC-13STATE**'s 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

43.6.3 Directory Assistance (DA)

43.6.3.1 **SBC-13STATE** will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which **is/are** attached hereto and incorporated herein by reference.

43.6.4 Hosting

43.6.4.1 At CLEC's request, **SBC-10STATE** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **SBC-10STATE**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

**43.6.5 Operator Services (OS)**

44.6.5.1 **SBC-13STATE** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which **is/are** attached hereto and incorporated herein by reference.

**43.6.6 Publishing and Directory**

43.6.6.1 **SBC-13STATE** will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which **is/are** attached hereto and incorporated herein by reference.

**43.6.7 RESALE--SECTIONS 251(b)(1)**

43.6.7.1 **SBC-13STATE** shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which **is/are** attached hereto and incorporated herein by reference.

**43.6.8 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

43.6.8.1 **SBC-13STATE** shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

**43.6.9 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).**

43.6.9.1 The applicable Appendix Compensation, which **is/are** attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

**43.6.10 LAWFUL UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)**

43.6.10.1 Pursuant to the applicable Appendix Lawful UNEs, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC access to Lawful UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. CLEC agrees to provide access to its Network Elements to **SBC-13STATE** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

**44. AUTHORITY**

- 44.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 44.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 44.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

## **45. COUNTERPARTS**

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

## **46. ENTIRE AGREEMENT**

### **46.1 SBC-12STATE**

46.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

### **46.2 SBC CONNECTICUT**

46.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

**SBC-13STATE Agreement**  
**Signatures**

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

Please indicate the CARRIER OCN & ACNA next to the state(s) in which the CARRIER is authorized to do business and in which the CARRIER is requesting this Agreement apply:

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ARKANSAS	_____	_____	MISSOURI	_____	_____
CALIFORNIA	_____	_____	NEVADA	_____	_____
CONNECTICUT	_____	_____	OHIO	_____	_____
ILLINOIS	_____	_____	OKLAHOMA	_____	_____
INDIANA	_____	_____	TEXAS	_____	_____
KANSAS	_____	_____	WISCONSIN	_____	_____
MICHIGAN	_____	_____			

**Spectrotel, Inc.**

**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  
Michigan, 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, d/b/a SBC by SBC  
Operations, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: AVP-Local Interconnection Marketing

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

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

# APPENDIX COORDINATED HOT CUT (CHC)

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## APPENDIX COORDINATED HOT CUT (CHC)

### 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 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 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.
- 1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **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.
- 1.7 **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.
- 1.8 **“Conversion of Service”** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **“Designated Installation”** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

### 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.
- 2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

- 2.4 The **SBC-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the **SBC-13STATE**'s ability to provide its baseline service. Where time permits, the **SBC-13STATE** will make every effort to notify CLEC when such unanticipated activities occur.

### 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, **SBC-13STATE** shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)<sup>1</sup>
- 3.2.2 **SBC NEVADA** – PUCN, Section C13A, 13.2.6(c)
- 3.2.3 **SBC CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 **SBC SOUTHWEST REGION 5-STATE** – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 **SBC CONNECTICUT** – Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

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<sup>1</sup> **SBC-13STATE** will not charge the additional labor rate in a particular state in the **SBC MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

# APPENDIX PHYSICAL COLLOCATION

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## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

SBC-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

#### 1.1 Process

- 1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on SBC-13STATE property for the purposes set forth in Section 1.3, following.

#### 1.2 Scope

- 1.2.1 Physical Collocation provides actual space via SBC-13STATE approved vendor (hereinafter referred to as Dedicated Space) within SBC-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following. SBC-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix.

#### 1.3 Purpose

- 1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.
- 1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, SBC-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and SBC-13STATE will not impose any charge(s) to perform such Billing Conversion(s).
- 1.4.1 Prospective Effect.
- 1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement.. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.
- 1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement)

under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

- 1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s standards and requirements for equipment and facility installations, CLEC Online website, or **SBC-13STATE**'s TP76300MP.

## 2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) or non-**SBC 13-STATE** property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which **SBC-13STATE** provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when **SBC-13STATE** has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in **SBC-13STATE** Eligible Structure.

- 2.12 **Effective Billing Date** – The date **SBC-13STATE** completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to **SBC-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'s facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses **SBC-13STATE** incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or **SBC-13STATE** as defined in Section 17.6
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - **SBC-13STATE** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** – Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for **SBC-13STATE** and for Collocator in **SBC-13STATE** eligible structures in all collocation footprints areas and/or **SBC-13STATE** common areas in the technologies and geographical locations for which they are approved by **SBC-13STATE**.
- 2.18.1 **SBC Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for **SBC-13STATE** and for Collocators in **SBC-13STATE** central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the **SBC-13STATE** per the letter codes listed in a table on the Tier 1 list on <https://clec.sbc.com/clec>.
- 2.18.2 **SBC Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the **SBC-13STATE** central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.21 **Non-Standard Collocation Request (NSCR)** - **SBC-13STATE** may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.22 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.23 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other SBC owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.24 **Technical Publications** – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.sbc.com/clec>.
- 2.25 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.26 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of **SBC-13STATE**'s network.
- 2.27 **Unused Space** - Any space (i) existing in **SBC-13STATE**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **SBC-13STATE**'s or any third party, (iii) that is not occupied by **SBC-13STATE**'s, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **SBC-13STATE**'s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**SBC-13STATE**'s or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **SBC-13STATE**'s warranty on proximate

### 3. GENERAL

#### 3.1 Certification

- 3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. **SBC-13STATE** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

- 3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. **SBC-13STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

#### 3.3 Hazardous Waste and Materials

- 3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all **SBC-13STATE** requirements. The Installation Supplier shall coordinate with the **SBC-13STATE** representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.sbc.com/clec>.



### 3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of **SBC-13STATE** or other telecommunications carriers. The Collocator shall immediately report to the **SBC-13STATE** representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on **SBC-13STATE** premises or any OSHA inspection or citations issued to the Collocator while on **SBC-13STATE** premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. **SBC-13STATE** will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for **SBC-13STATE** vehicles and which are designated as reserved. **SBC-13STATE** shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and **SBC-13STATE** are required to follow all posted traffic and **SBC-13STATE** signs and follow all applicable parking and traffic laws and ordinances.

### 3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment.;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 **SBC-13STATE** neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

### 3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If **SBC-13STATE** is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, **SBC-13STATE** will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

- 3.8.3 Should **SBC-13STATE** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should **SBC-13STATE** be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), **SBC-13STATE** shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

#### 4. LIMITATION OF LIABILITY

##### 4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either **SBC-13STATE** or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither **SBC-13STATE** nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both **SBC-13STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either **SBC-13STATE** or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

##### 4.2 Third Parties

- 4.2.1 **SBC-13STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither **SBC-13STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **SBC-13STATE** or the Collocator or its agents or employees.

##### 4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure

Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

#### 4.4 Insurance

##### 4.4.1 Coverage Requirements

4.4.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

- 4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.
- 4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.
- 4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
- 4.4.1.1.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING **SBC-13STATE** WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

## 5. INDEMNIFICATION OF **SBC-13STATE**

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between **SBC-13STATE** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Collocator shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of **SBC-13STATE** or its employees. The provisions in this Section are reciprocal and applicable also to **SBC-13STATE**.
- 5.3 **SBC-13STATE** shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC-13STATE** and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC-13STATE** and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

## 5.4 Casualty Loss

### 5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or **SBC-13STATE** opts not to rebuild, then **SBC-13STATE** shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, **SBC-13STATE** must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **SBC-13STATE**.

### 5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in **SBC-13STATE**'s opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

## 6. SECURITY

6.1 **SBC-13STATE** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **SBC-13STATE** may impose security arrangements as stringent as the security arrangements **SBC-13STATE** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **SBC-13STATE** may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. **SBC-13STATE** will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required.

- 6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Technical Publications via <https://clec.sbc.com/clec>.
- 6.1.1.3 Collocator and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:
- 6.1.1.3.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;
  - 6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE** property;
  - 6.1.1.3.3 Threats or violent acts against other persons on **SBC-13STATE** property;
  - 6.1.1.3.4 Knowing violations of any local, state or federal law on **SBC-13STATE** property;
  - 6.1.1.3.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE** property; and
  - 6.1.1.3.6 Carrying a weapon on **SBC-13STATE** property.

In addition, Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in **SBC-13STATE**, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.
- 6.1.1.5 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **SBC-13STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
- 6.1.1.5.1 **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **SBC-13STATE**'s space. To the extent that **SBC-13STATE** is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at **SBC-13STATE**'s expense.
  - 6.1.1.5.2 **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

- 6.1.1.5.3 **SBC-13STATE**'s enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **SBC-13STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If **SBC-13STATE** chooses to enclose its own equipment, **SBC-13STATE** will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 **SBC-13STATE** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **SBC-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment, **SBC-13STATE** cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.
- 6.1.1.5.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment at the time the price quote is given.
- 6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. **SBC-13STATE** will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

## 7. DEDICATED SPACE

### 7.1 Contact Numbers

- 7.1.1 **SBC-13STATE** is responsible for providing the Collocator personnel a contact number for **SBC-13STATE** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and **SBC-13STATE** will not delay a Collocator's entry into an Eligible Structure.
- 7.1.2 The Collocator is responsible for providing to **SBC-13STATE** personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week **SBC-13STATE**. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

### 7.2 Right-to-Use; Multiple Dedicated Spaces

- 7.2.1 In accordance with this Appendix, **SBC-13STATE** grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

### 7.3 Trouble Status Reports

- 7.3.1 **SBC-13STATE** and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade **SBC-13STATE** or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, **SBC-13STATE** and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, **SBC-13STATE** or the

Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by **SBC-13STATE** or the Collocator.

#### 7.4 Service Coordination

- 7.4.1 **SBC-13STATE** is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

#### 7.5 Active/Inactive Space Determination

- 7.5.1 In its notification regarding whether its request for collocation has been granted or denied **SBC-13STATE** shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.
- 7.5.2 In the event that the Collocator disputes the **SBC-13STATE** placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. **SBC-13STATE** will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the **SBC-13STATE**-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The **SBC-13STATE** representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise **SBC-13STATE** orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the **SBC-13STATE** findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on **SBC-13STATE** to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

#### 7.6 Types of Available Physical Collocation Arrangements

- 7.6.1 **SBC-13STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:
- 7.6.1.1 **Caged Physical Collocation** - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE**'s Approved Vendor.
- 7.6.1.2 **SBC-13STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty



(50) square feet of caged space) and will ensure that the first Collocator in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

- 7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.
- 7.6.1.3 Caged Shared Collocation - **SBC-13STATE** will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE**'s Approved Vendor.
- 7.6.1.4 Cageless Collocation - **SBC-13STATE** will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort **SBC-13STATE**. **SBC-13STATE** will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE** Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **SBC-13STATE** will permit Collocator to physically collocate on **SBC-13STATE**'s property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that **SBC-13STATE** uses to house telecommunication equipment, to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **SBC-13STATE** premises where the Adjacent Structure will be placed. **SBC-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **SBC-13STATE** will offer the following increments of power to the Adjacent Structure: **SBC-13STATE** will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. **SBC-13STATE** will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **SBC-13STATE** shall permit Collocator to place its own equipment, including, but

not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either **SBC-13STATE** or the Collocator. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE**'s Approved Tier 1 Vendor.

- 7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and **SBC-13STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense
- 7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
  - 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the **SBC-13STATE** Central Office or Eligible Structure.
  - 7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.
  - 7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.
  - 7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC-13STATE**'s facilities. **SBC-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 7.6.1.7 In the event that interior space in an Eligible Structure becomes available, **SBC-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 7.6.1.8 **SBC-13STATE** will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives

rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in **SBC-13STATE's** Eligible Structures that such an arrangement is technically feasible.

## 7.7 Construction Inspections

- 7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.
- 7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE's** receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

## 7.8 Construction Notification

- 7.8.1 **SBC-13STATE** will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. **SBC-13STATE** will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. **SBC-13STATE** will inform the Collocator as soon as practicable by telephone of all emergency-related activities that **SBC-13STATE** or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

# 8 ORDERING, PROVISIONING AND BILLING

## 8.1 Space Availability Report

- 8.1.1 So that it may make informed decisions regarding in which **SBC-13STATE** eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within **SBC-13STATE's** eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.
- 8.1.2 **SBC-13STATE** will submit to a requesting Telecommunications Carrier a report indicating **SBC-13STATE's** available collocation space in a particular **SBC-13STATE** Eligible Structure upon request **SBC-13STATE**. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 8.1.4 Space Unavailability Determination and Resolution
- 8.1.4.1 **SBC-13STATE** shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If SBC needs more time to continue analyzing certain aspects of the request, SBC-13STATE's 10 calendar day notice shall be limited to addressing whether or not SBC has the requested, or designated alternative, amount of appropriate collocation space.
- 8.1.4.2 In responding to an application request if space is not available, **SBC-13STATE** will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **SBC-13STATE**'s receipt of a completed application.
- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
- 8.1.4.4 **SBC-13STATE** will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 8.1.4.5 In the event **SBC-13STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **SBC-13STATE**'s designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **SBC-13STATE** representative and the designated agent for the Collocator, who will participate in the tour.
- 8.1.4.7 **SBC-13STATE** will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC-13STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.
- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise **SBC-13STATE**. The Collocator and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted**. Before **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused

obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **SBC-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, **SBC-13STATE** may reserve space for transport equipment for current year plus two (2) years. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **SBC-13STATE** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

#### 8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 **SBC-13STATE** will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in **SBC-13STATE**'s Interconnector's Collocation Services Handbook (<https://clec.sbc.com/clec>) for Physical Collocation in **SBC-13STATE** and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to **SBC-13STATE**.

8.1.5.1.1 A Collocator wishing **SBC-13STATE** to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **SBC-13STATE** to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, **SBC-13STATE** would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes **SBC-13STATE** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **SBC-13STATE** is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). **SBC-13STATE** will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, **SBC-13STATE** shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. **SBC-13STATE** will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

## 8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which **SBC-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

## 8.2 Installation Intervals

### 8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, **SBC-13STATE** shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, **SBC-13STATE** will deliver Caged Physical

or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

- 8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

## 8.2.2 Cageless Physical Collocation Installation Intervals

- 8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

- 8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), **SBC-13STATE** will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges.)

- 8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, **SBC-13 STATE** shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

- 8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

- 8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

## 8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

- 8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

- 8.2.3.2 **SBC-13STATE** will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **SBC-13STATE** will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, **SBC-13STATE** will add thirty (30) calendar days to the provisioning interval.

## 8.2.4 Reduced Interval Augments

- 8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when **SBC-13STATE** installs interconnection and power cabling. **SBC-13STATE** will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to **SBC-13STATE**'s Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the

application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

- 8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) **SBC-13STATE** will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with **SBC-13STATE**'s network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

## 8.2.5 Other Augments

- 8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC-13STATE** bays, **SBC-13STATE** cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

- 8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

- 8.2.5.1.2 The second fifty percent (50%) payment must be received by **SBC-13STATE** no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by **SBC-13STATE**.

- 8.2.5.1.3 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by **SBC-13STATE**, Collocator and/or their **SBC-13STATE** Approved Tier 1 Vendor (s) may request **SBC-13STATE** to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

## 8.3 Cancellation Prior to Due Date

- 8.3.1 In the event that the Collocator cancels its collocation application after **SBC-13STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated



costs. Upon Collocator's request, **SBC-13STATE** will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

#### 8.4 Occupancy

8.4.1 Unless there are unusual circumstances, **SBC-13STATE** will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of **SBC-13STATE** completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, **SBC-13STATE** and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by **SBC-13STATE**. These exceptions shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at **SBC-13STATE**'s expense.

8.4.1.2 Upon completion of such corrections, **SBC-13STATE** will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to **SBC-13STATE**'s network or obtain access to **SBC-13STATE** UNEs within one hundred eighty (180) days after receipt of such notice, that **SBC-13STATE** has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that **SBC-13STATE** has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until **SBC-13STATE** allows the Collocator to interconnect. **SBC-13STATE**, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to SBC's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that SBC holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure.

The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.

8.4.2.2.2 For purposes of this Appendix, “efficiently used” CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to **SBC-13STATE**’s network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10<sup>th</sup>) business day after **SBC-13STATE** provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with **SBC-13STATE** or obtain access to **SBC-13STATE** UNEs by that tenth (10<sup>th</sup>) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator’s telecommunications equipment is considered to be operational and interconnected when connected to either **SBC-13STATE**’s network or interconnected to another Collocator’s equipment that resides within the same structure, provided the Collocator’s equipment is used for interconnection with **SBC-13STATE**’s network or to obtain access to **SBC-13STATE**’s UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes **SBC-13STATE** to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay **SBC-13STATE** the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

## 8.5 Relocation

8.5.1 When **SBC-13STATE** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. **SBC-13STATE** will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **SBC-13STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in **SBC-13STATE**’s reasonable discretion. In addition, a Collocator’s presence in **SBC-13STATE** Central Offices or adjacent space collocation structures should not prevent **SBC-13STATE** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If **SBC-13STATE** determines that a Collocator must relocate due to any of the above reasons, **SBC-13STATE** will make all reasonable efforts to minimize disruption of the Collocator’s services. In

addition, the costs of the move will be shared equally by **SBC-13STATE** and the Collocator, unless the Parties agree to a different financial arrangement.

- 8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

- 8.5.3.1 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet at <https://clec.sbc.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **SBC-13STATE** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

- 8.5.3.2 **SBC-13STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. **SBC-13STATE** shall reserve space for switching, MDF and DCS to accommodate access line growth.

## 8.6 Early Termination

### 8.6.1 Payment Upon Expiration or Termination.

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix **SBC-13STATE** shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that **SBC-13STATE** is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

- 8.6.2 If Collocator cancels or abandons its collocation space in any of **SBC-13STATE**'s central offices before **SBC-13STATE** has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

## 8.7 Dispute Resolution

### 8.7.1 Commencing Dispute Resolution

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

- 8.7.2.1 Collocation Service Center and Collocation Account Manager;
- 8.7.2.2 Informal Dispute Resolution; and
- 8.7.2.3 Formal Dispute Resolution, each of which is described below.

## 8.8 Non-billing Dispute

- 8.8.1 In the event of a bona fide dispute between a Collocator and **SBC-13STATE**, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the

controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

- 8.8.2 Upon receipt by **SBC-13STATE** of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.
- 8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

## 8.9 Billing

- 8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. **SBC-13STATE** may change its billing date practices upon thirty (30) day's notice to the Collocator.

### 8.9.2 Billing Dispute Resolution

- 8.9.2.1 In the event of a bona fide dispute between a Collocator and **SBC-13STATE** regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to **SBC-13STATE** of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 8.9.2, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

### 8.9.3 Third Party Escrow Agent

- 8.9.3.1 Collocator shall pay all undisputed amounts to **SBC-13STATE** when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

- 8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- 8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
  - 8.9.3.1.5 The escrow account is an interest bearing account;
- 8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Collocator and **SBC-13STATE** in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and **SBC-13STATE** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.
- 8.9.4 Disputed Amounts
  - 8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.
- 8.9.5 Investigation Report
  - 8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, **SBC-13STATE** shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, **SBC-13STATE** will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Collocator must notify **SBC-13STATE** in writing within thirty (30) days following receipt of the results of **SBC-13STATE**'s investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.
- 8.9.6 Informal Resolution of Billing Disputes
  - 8.9.6.1 Upon receipt by **SBC-13STATE** of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

## 8.9.7 Formal Resolution of Billing Disputes

- 8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.
- 8.9.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.
- 8.9.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

## 8.9.8 Arbitration

- 8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.
- 8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections. 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.
- 8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, SBC-13STATE and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 SBC-13STATE shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC-13STATE shall be disbursed to SBC-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC-13STATE any difference between the amount of accrued interest SBC-13STATE received from the escrow disbursement and the amount of Late Payment Charges SBC-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

#### 8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

#### 8.10 Late Payment Charge

8.10.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

#### 8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC-13STATE.

8.11.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

## 9. FIBER OPTIC CABLE AND DEMARCATION POINT

### 9.1 Fiber Optic Cable Entrances

- 9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE**'s ability to service its own customers or subsequent Collocators.
- 9.1.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for **SBC-13STATE** cable. **SBC-13STATE** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where **SBC-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC-13STATE** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **SBC-13STATE** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **SBC-13STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC-13STATE** and the Collocator(s).
- 9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length of the cable in the manhole for **SBC-13STATE** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify **SBC-13STATE** no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

### 9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the **SBC 13-STATE** provided interconnection cable at the Collocation arrangement. (CDOW- SBC owned frame location as assigned to the Collocator.)

## 10. USE OF DEDICATED SPACE

### 10.1 Nature of Use – Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(C) (2) or accessing **SBC-13STATE**'s UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to **SBC-13STATE**'s network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to **SBC-13STATE**'s UNEs "for the provision of a telecommunications service."
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC-13STATE** obtains within its own network or **SBC-13STATE** provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator



seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of **SBC-13STATE**'s property.

- 10.1.4 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
  - 10.1.5 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
  - 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
  - 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on **SBC-13STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.
- 10.2 Equipment List
- 10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld.
  - 10.2.2 Subsequent Requests to Place Equipment
    - 10.2.2.1 The Collocator shall furnish **SBC-13STATE** a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by **SBC-13STATE** and written approval or denial of the equipment will be forwarded to the Collocator.
  - 10.2.3 Limitations
    - 10.2.3.1 **SBC-13STATE**'s obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that **SBC-13STATE** would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or

affiliate, or for any other Party to which it provides interconnection. **SBC-13STATE** will ensure that the Collocator is provided collocation space at least equal in quality to that provided to **SBC-13STATE**, its affiliates or other Parties to which it provides interconnection.

### 10.3 Dedicated Space Use and Access

- 10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide **SBC-13STATE** with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.
- 10.3.2 **SBC-13STATE** will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **SBC-13STATE's** policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).
- 10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to **SBC-13STATE**, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 10.3.4 **SBC-13STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between **SBC-13STATE** and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or **SBC-13STATE's** personnel.

### 10.4 Threat to Personnel, Network or Facilities

- 10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE's** personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

### 10.5 Interference or Impairment

- 10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

### 10.6 Personal Property and Its Removal

- 10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **SBC-13STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

### 10.7 Alterations

- 10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated

Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC-13STATE provided construction shall be paid by the Collocator in accordance with SBC-13STATE's custom work order process.

## 11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The SBC 13-STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available SBC-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC-13STATE.

11.2 A Collocator may request that SBC-13STATE provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation") or
- (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with SBC-13STATE use a shared collocation cage, SBC-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of SBC-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, SBC-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).
- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network

with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with **SBC-13STATE**.

- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

#### 11.7 Interconnection to Others

- 11.7.1 Within a contiguous area within the eligible structure, the **SBC-13STATE** will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment. **SBC-13STATE** shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from **SBC-13STATE**. If requested by the Collocator, **SBC-13STATE** will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), **SBC-13STATE** will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. **SBC-13STATE** (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

- 11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then **SBC-13STATE** will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At **SBC-13STATE**'s option, the connection may be made either by **SBC-13STATE** or by the Collocators' installers, who shall be on the list of approved installation vendors.

## 12. STANDARDS

### 12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or Collocator must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

- 12.1.2 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment which **SBC-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 12.1.3 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.
- 12.2 Compliance Certification
- 12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

### 13. RE-ENTRY

- 13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **SBC-13STATE**'s written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies **SBC-13STATE** might have.
- 13.2 **SBC-13STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the

correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

## 14. SERVICES AND MAINTENANCE

### 14.1 Operating Services

- 14.1.1 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable **SBC-13STATE** tariffs.

### 14.2 Maintenance

- 14.2.1 **SBC-13STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

### 14.3 Equipment Staging and Storage

- 14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.sbc.com/clec>.)

### 14.4 Legal Requirements

- 14.4.1 Except for Section 17, **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

## 15. **SBC-13STATE**'s RIGHT OF ACCESS

- 15.1 **SBC-13STATE**, its agents, employees, and other **SBC-13STATE**-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by **SBC-13STATE** hereunder, and for any other purpose deemed reasonable by **SBC-13STATE**. **SBC-13STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **SBC-13STATE** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **SBC-13STATE** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

## 16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 **SBC-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using

the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

## 17. CHARGES

### 17.1 Monthly Charges

- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

### 17.2 Non-recurring Charges

- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work
- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

### 17.3 Application of Rates and Charges

- 17.3.1 Beginning on and after the Effective Date of this Agreement, the parties agree that the rates and charges for collocation shall be as set forth in this appendix and in the pricing schedule applicable to collocation ("collocation rates"). the parties agree that the collocation rates shall apply, on a prospective basis only, beginning on the effective date of this Agreement, to all existing clec collocation arrangements, including those established before the effective date of this Agreement. because the collocation rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

### 17.4 Determination of Charges Not Established in Collocation Rate Summary

- 17.4.1 Rate Elements - In the event that SBC-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, SBC-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.
- 17.4.2 In the event the Collocator disputes the rate element or charge proposed by SBC-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify SBC-13STATE of its dispute with the proposed charge in writing.
- 17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC-13STATE or other Collocators. SBC-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an



agreement between the Collocator and **SBC-13STATE** is not reached regarding the Custom Work Charge, **SBC-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **SBC-13STATE** shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **SBC-13STATE** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, **SBC-13STATE** shall file the appropriate interconnection agreement amendment. However, **SBC-13STATE** shall not delay completion of such work during the agreement approval process. **SBC-13STATE** shall perform such work based upon provisional rates, subject to true up.

- 17.6 **Extraordinary Charges** – Collocator will be responsible for all extraordinary construction costs, incurred by **SBC-13STATE** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
- 17.6.1 **SBC-13STATE** will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 **SBC-13STATE** will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to **SBC-13STATE** commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 **SBC-13STATE** must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

## 18. RATE REGULATIONS (SBC-13STATE DOES ALL WORK)

- 18.1 The Collocator may elect to have **SBC-13STATE** provision the collocation site or the Collocator may elect to hire an **SBC-13STATE** Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

### 18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

#### 18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Physical Collocation in **SBC-13STATE**, recovers **SBC-13STATE**'s costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for

Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires **SBC-13STATE** to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

## 18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

- 18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original Collocator for space. However, **SBC-13STATE** shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements.

## 18.2.3 Floor Space Charges

### 18.2.3.1 Caged Collocation

- 18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.
- 18.2.3.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.
- 18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.
- 18.2.3.1.4 If the Collocator elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

#### 18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

#### 18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

#### 18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

#### 18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

#### 18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set

- Lights
- AC Outlet
- Cable rack and support structure inside the cage

#### 18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in **SBC-13STATE** premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

##### 18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

##### 18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

##### 18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials

- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

#### 18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

### 18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and SBC will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but SBC shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

#### 18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and **SBC 13-STATE** will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but **SBC 13-STATE** shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

#### 18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

- 18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **SBC-13STATE** technical support. This rate element may be provided by **SBC-13STATE**.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

- 18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

- 18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. **SBC-13STATE** will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and **SBC-13STATE** will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

- 18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between **SBC-13STATE** designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

- 18.3.8.1 The Entrance Fiber Charge reflects the time spent by **SBC-13STATE** in pulling the Collocator's cable facilities from **SBC-13STATE** designated manhole, through **SBC-13STATE** cable vault and through **SBC-13STATE** cable support structure to the Collocator's equipment.

18.3.9 **SBC-13STATE** to Collocation Interconnection Arrangement Options

- 18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

- 18.3.9.1.1.1 This sub-element is an **SBC-13STATE**-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and **SBC-13STATE** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

**18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each**

**18.3.9.1.2.1** This sub-element is an **SBC-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and **SBC-13STATE** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and **SBC-13STATE**'s cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

**18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each**

**18.3.9.1.3.1** This sub-element is an **SBC-13STATE**-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and **SBC-13STATE** network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame.

**18.3.10 Optical Circuit Arrangement**

**18.3.10.1** This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC-13STATE** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **SBC-13STATE** Main Distribution Frame.

**18.3.11 Bits Timing (per circuit) (Optional)**

**18.3.11.1** An **SBC-13STATE** provided single signal from **SBC-13STATE** timing source to provide synchronization between a Collocator's single Network Element and **SBC-13STATE**'s equipment.

**18.3.12 Timing Interconnection Arrangement (Optional)**

**18.3.12.1** Timing leads (1 pair of wires) provided by **SBC-13STATE** to the Collocator's dedicated Physical Collocation space.

**18.3.13 Collocation Availability Space Report Fee**

**18.3.13.1** This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that **SBC-13STATE** is undertaking to make additional space available for collocation.

**18.3.14 Pre-visits****18.3.14.1 General Applications**

**18.3.14.1.1** Prior to submitting an application, the prospective Collocator may elect to arrange with **SBC-13STATE** to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit **SBC-13STATE**'s Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed

to take photographs, make copies of **SBC-13STATE** site-specific drawings or make any notations.

- 18.3.14.1.2 For pre-visits, **SBC-13STATE** will provide an employee of **SBC-13STATE** to conduct the pre-visit, unless a different number of **SBC-13STATE** employees are mutually agreed upon. The Collocator will be billed for the time of the assigned **SBC-13STATE** employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time **SBC-13STATE** employees spend traveling and will be based on fifteen (15)-minute increments.

#### 18.3.15 Construction Inspections

- 18.3.15.1 The Collocator will be charged for the time **SBC-13STATE** employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time **SBC-13STATE** employees spend traveling and will be based on fifteen (15)-minute increments.

#### 18.3.16 Adjacent On-site Structure Arrangements

##### 18.3.16.1 Adjacent On-site Structure Arrangements

- 18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure, **SBC-13STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have **SBC-13STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

##### 18.3.16.2 Adjacent On-site Planning Fee

- 18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **SBC-13STATE** on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

#### 18.3.17 Adjacent Off-site Arrangement

##### 18.3.17.1 Adjacent Off-site Structure Arrangements

- 18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, **SBC-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

##### 18.3.17.2 Planning Fee Adjacent Off-site Arrangement

- 18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **SBC-13STATE** on an initial or subsequent Adjacent Off-site collocation application. This fee recovers



the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

#### 18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

#### 18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

#### 18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

#### 18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

##### 18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for **SBC-13STATE** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

##### 18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

##### 18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

##### 18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

##### 18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

## **19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION**

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction

## 19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an **SBC 13-STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an **SBC 13-STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the **SBC 13-STATE** rack level. Collocator must use an **SBC 13-STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an **SBC 13-STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an **SBC-13STATE** Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the **SBC 13-STATE** will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the **SBC 13-STATE** may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by **SBC-13STATE**, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold **SBC-13STATE** harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's **SBC-13STATE** Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the **SBC 13-STATE** confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

## 19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of **SBC-13STATE**. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.
- 19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the **SBC-13STATE** turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The **SBC-13STATE**'s obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the **SBC-13STATE** makes available the Physical Collocation Arrangement to the Collocator Assignee.
- 19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 19.3.4 Collocator Assignee will defend and indemnify the **SBC-13STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**SBC-13STATE** equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the **SBC-13STATE** harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-**SBC-13STATE** equipment and other items.
- 19.3.6 **SBC-13STATE** will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before **SBC-13STATE** begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the **SBC 13-STATE** shall finish the work to convert the space within thirty (30) calendar days. **SBC-13STATE** and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that **SBC-13STATE** will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

## 19.4 Power Reduction

- 19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **SBC-13-STATE** power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.
- 19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an **SBC 13-STATE** BDFB or a **SBC 13-STATE** Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **SBC-13STATE** BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **SBC-13STATE** Approved Tier 1 Vendor to coordinate fuse changes at the **SBC-13STATE** BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the **SBC-13STATE** Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the **SBC-13STATE** shall coordinate the fuse changes at the **SBC-13STATE** Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **SBC-13STATE**'s BDFB or Power Plant, the **SBC-13STATE** Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the **SBC-13STATE** rack level. Collocator must use a **SBC-13STATE** Approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will

apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

#### 19.5 Interconnection Termination Reduction

- 19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Section 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The **SBC-13STATE** will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to **SBC-13STATE** rack level. Collocator must use an **SBC-13STATE** approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

#### 19.6 Rate Element Descriptions for Complete Space Discontinuance

- A. Application Fee – The charge assessed by the **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Complete Space Discontinuance – Reflects the **SBC-13STATE**'s labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the **SBC-13STATE** engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- C. Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.
- D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- G. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- I. Remove Power Cable – Distribution from the **SBC-13STATE** BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- J. Remove Power Cable – Distribution from the **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- M. Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- N. Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

**Note 1** for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

#### 19.7 Rate Element Descriptions for Space Reassignment

- A. Application Fee – The charge assessed by **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the **SBC-13STATE's** labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

- C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.
- F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- J. Timing Record Book Update – The charge to update timing records when changes/removals occur.
- K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.
- L. Power Records Update – The charge to update power records when changes/removals occur.
- M. Vendor Engineering – The labor costs for **SBC-13STATE** Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

#### 19.8 Rate Element Descriptions for Power Reduction (cable removal)

- A. Application Fee – The charge assessed by the **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Power Reduction (cable removal) - Reflects **SBC-13STATE**'s labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- C. Remove Power Cable – Distribution from **SBC-13STATE** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- D. Remove Power Cable – Distribution from **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

#### 19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- A. Application Fee – The charge assessed by **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Power Re-Fusing Only at **SBC-13STATE** BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects **SBC-13STATE**'s labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **SBC-13STATE** BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at **SBC-13STATE** BDFB.
- C. Project Management Fee – Power Re-Fusing Only at **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the **SBC-13STATE**'s labor costs to project manage the change of the individual Collocator's power services associated with serving the

Physical Collocation Arrangement when power fuses are being reduced at SBC-13STATE Power Board. This fee is applicable when SBC-13STATE is coordinating the fuse reduction at SBC-13STATE Power Board.

- D. Power Fuse Reductions on SBC-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for SBC-13STATE to tag cables and update Central Office power records associated with the fuse change on the SBC-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- E. Power Fuse Reductions on SBC-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for SBC-13STATE to change the fuse at SBC-13STATE power board, tag cables and update Central Office power records associated with fuse change on SBC-13STATE Power Board per one to four (1-4) fuses.

#### 19.10 Rate Element Descriptions for Interconnection Termination Reduction

- A. Application Fee – The charge assessed by SBC-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Interconnection Termination Reduction – The charge reflects SBC-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- C. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the SBC-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- D. Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- G. Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

## 20. RATES AND CHARGES – SBC 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

### 21 CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire SBC-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the



preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's **SBC-13STATE** Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300 for installation of equipment and facilities;
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by using an **SBC-13STATE** Approved Tier 1 Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. **SBC-13STATE** will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.
- 21.5.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as

**SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table 1**

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

- 21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.
- 21.5.5.2 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.
- 21.5.5.3 The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table 2**

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

- 21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.
- 21.5.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

- 21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

## 21.6 Rates Elements for **SBC-13STATE** Central Offices

### 21.6.1 Caged Collocation

- 21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

### 21.6.2 DC Power Arrangement Provisioning

- 21.6.2.1 When the Collocator selects the option to provide and install its power cable by a **SBC-13STATE** Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to **SBC-13STATE** Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but **SBC-13STATE** Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **SBC-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

### 21.6.3 Entrance Fiber Optic Cable Arrangement

- 21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length of the cable in the manhole for **SBC-13STATE** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

### 21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

- 21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an **SBC-13STATE** Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

### 21.6.5 DS-1 Interconnection Cable Arrangement to DCS

- 21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

### 21.6.6 DS-1 Interconnection Cable Arrangement to DSX

- 21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have

access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

##### 21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

##### 21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

##### 21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

##### 21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an

Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

#### 21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

# APPENDIX VIRTUAL COLLOCATION

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## APPENDIX VIRTUAL COLLOCATION

### 1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any SBC-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, SBC-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
  - 1.3.1 In all of SBC-13STATE's premises, SBC-13STATE will offer Virtual Collocation wherein SBC-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
  - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with SBC-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with SBC-13STATE.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for **SBC-13STATE** CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to **SBC-13STATE** for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with **SBC-13STATE** provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between **SBC-13STATE** and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in **SBC-13STATE** Central Offices and for interconnection with **SBC-13STATE** provided Lawful UNEs in **SBC-13STATE** Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in **SBC-13STATE** CEVs, huts and cabinets. Upon request, **SBC-13STATE** will provide a listing of locations of **SBC-13STATE**'s CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and **SBC-13STATE**. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
  - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in **SBC-13STATE**'s Technical Publication <https://clec.sbc.com/clec/>.
  - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(c)(2) or accessing **SBC-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to **SBC-13STATE**'s network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to **SBC-13STATE**'s Lawful UNEs "for the provision of a telecommunications service."
  - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. **SBC-13STATE** is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
  - 1.10.4 In addition, **SBC-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger

Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

- 1.10.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with **SBC-13STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **SBC-13STATE**'s Lawful UNEs for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **SBC-13STATE** will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **SBC-13STATE** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **SBC-13STATE** or (2) requested by Collocator and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or Collocator must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

- 1.10.10 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing Safety Standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If **SBC-13STATE** chooses to have its personnel present when the CLEC equipment is installed, then **SBC-13STATE**'s presence will be at its own expense. However, if **SBC-13STATE** demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by **SBC-13STATE**.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 **SBC-13STATE** provides Virtual Collocation for interconnection to **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to **SBC-13STATE**'s Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to **SBC-13STATE** or (2) access to **SBC-13STATE**'s Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in **SBC-13STATE** CEVs, huts and cabinets.

- 1.12.3 In addition, the following terms and conditions contained in the **SBC-13STATE**'s Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

## 2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** – Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC-13STATE**'s facilities. **SBC-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, **SBC-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location

of the designated space on **SBC-13STATE** premises where the adjacent structure will be placed. **SBC-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator.

- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by **SBC-13STATE** or other collocators. **SBC-13STATE** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and **SBC-13STATE** is not reached regarding the Custom Work Charge, **SBC-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **SBC-13STATE** shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **SBC-13STATE** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **SBC-13STATE** shall file the appropriate interconnection agreement amendment. However, **SBC-13STATE** shall not delay completion of such work during the agreement approval process. **SBC-13STATE** shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in **SBC-13STATE** Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to **SBC-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **SBC-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, **SBC-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **SBC-13STATE** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect

System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of **SBC-13STATE**'s network.

### 3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to **SBC-13STATE** or access to **SBC-13STATE** provided Lawful UNEs is ordered as set forth in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES. **SBC-13STATE** will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 **SBC-13STATE** will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

### 4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to **SBC-13STATE**'s Lawful UNEs. The Collocator will, at its expense, provide the following:
  - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
  - 4.1.2 All unique tools and test equipment,
  - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
  - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
  - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Suitable replacements are to be immediately provided to **SBC-13STATE** to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **SBC-13STATE** Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

## 5. COOPERATIVE RESPONSIBILITIES

- 5.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
  - 5.1.2 Location and completion of all splicing,
  - 5.1.3 Completion of installation of equipment and facilities,
  - 5.1.4 Removal of above facilities and equipment,
  - 5.1.5 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements,
  - 5.1.6 To the extent known, the Collocator is encouraged to provide **SBC-13STATE** with a listing of the equipment types that they plan to virtually collocate in **SBC-13STATE**'s Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that **SBC-13STATE** personnel are properly trained on Collocator equipment.

## 6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
  - 6.1.2 In responding to an application request, **SBC-13STATE** shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
  - 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once **SBC-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.



- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

## 6.2 Implementation Intervals

- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.
- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

**Table 2-1**

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With <b>SBC-13STATE</b> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **SBC-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

### 6.3 Installation of Virtual Collocation Equipment

- 6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 **SBC-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and **SBC-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 **SBC-13STATE** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

### 6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
  - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
  - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
  - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by **SBC-13STATE** to determine whether the revision is major or minor.

### 6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **SBC-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the

application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

- 6.5.2 SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

## 7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to SBC-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 SBC-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

## 8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to SBC-13STATE Central Offices and SBC-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by SBC-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

## 9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by SBC-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

## 10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

## 11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC-13STATE is not responsible for and

will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

## 12. RATE ELEMENTS (SBC-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC-13STATE under section 251(c)(2) and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3) in SBC-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE provided Lawful UNEs in SBC-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, huts and cabinets).

### 12.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC-13STATE's Central Offices.

#### 12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers SBC-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for SBC-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional

interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

#### 12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **SBC-13STATE**'s Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

#### 12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **SBC-13STATE** expressed as a monthly rate. **SBC-13STATE**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **SBC-13STATE** and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

#### 12.4.5 Real Estate

12.4.5.1 These rate elements provide for **SBC-13STATE** to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

##### 12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

##### 12.4.5.3 Safety and Security

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

#### 12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

#### 12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, **SBC-13STATE** will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

#### 12.4.8 DC Power Amperage Charge

##### 12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

##### 12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

##### 12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between **SBC-13STATE**'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between **SBC-13STATE**'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 **SBC-13STATE** provided single signal from **SBC-13STATE**'s timing source to provide synchronization between a Collocator's single network element and **SBC-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 **SBC-13STATE** is responsible for determining when training is necessary and how many of **SBC-13STATE**'s employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. **SBC-13STATE** will be limited to request training for four (4) of **SBC-13STATE**'s personnel per location, unless a different number is mutually agreed upon by **SBC-13STATE** and Collocator.

- 12.4.16.2 The Collocator may have **SBC-13STATE** arrange for the required training of **SBC-13STATE**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.
- 12.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:
  - 12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
  - 12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC-13STATE** employee training.
  - 12.4.16.3.3 arrange and pay all costs associated with **SBC-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC-13STATE** employee training.
- 12.4.16.4 **SBC-13STATE** will work cooperatively with the Collocator to schedule **SBC-13STATE**'s personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for **SBC-13STATE**'s personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.
- 12.4.17 Maintenance and Repair Labor Rates
  - 12.4.17.1 Maintenance of Equipment
    - 12.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
    - 12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.
  - 12.4.17.2 Repair of Equipment
    - 12.4.17.2.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.
    - 12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
    - 12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays.



Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

#### 12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

##### 12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

##### 12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

#### 12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

#### 12.5 Rate Elements for **SBC-13STATE**'s CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **SBC-13STATE**'s provided Lawful UNEs in **SBC-13STATE**'s CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

- 12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

- 12.5.11.1 The project coordination fee provides for SBC-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

**13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION**

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, SBC-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by SBC-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent the Collocator from entering the Eligible Structure. If SBC-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 SBC-13STATE will provide a security escort with the Collocator paying the expense for the escort. SBC-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to SBC-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC-13STATE or other Collocators in jeopardy.

- 13.7 SBC-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

## 14. OBLIGATIONS OF THE COLLOCATOR

### 14.1 Indemnification of SBC-13STATE

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless SBC-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to SBC-13STATE.
- 14.1.3 SBC-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

### 14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-

each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

- 14.2.4 Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 14.2.5 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

- 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.

- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

#### 14.3 Conduct While in **SBC-13STATE** Eligible Structures

14.3.1 Collocator and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of **SBC-13STATE**:

14.3.1.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;

14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property;

14.3.1.3 Threats or violent acts against other persons on **SBC-13STATE**'s property;

14.3.1.4 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property;

14.3.1.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE**'s property; and

14.3.1.6 Carrying a weapon on **SBC-13STATE**'s property.

14.3.2 In addition, Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation in **SBC-13STATE**.

### 15. COOPERATIVE RESPONSIBILITIES

#### 15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details

shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES.

## 16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

### 16.1 Rate Elements for **SBC-13STATE**'s Offices

16.1.1 This security escort charge consists of the charges for **SBC-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

### 16.2 Rate Element for **SBC-13STATE**'s CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for **SBC-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

### 16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective date of this Agreement the parties agree that the rates and charges for collocation shall be as set forth in this appendix and in the pricing schedule applicable to collocation ("collocation rates"). the parties agree that the collocation rates shall apply, on a prospective basis only, beginning on the effective date of this Agreement , to all existing clec collocation arrangements, including those established before the effective date of this Agreement . because the collocation rates will apply on a prospective basis only, neither party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

## 17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

### 17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame (MDF) or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator

must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's **SBC-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method Procedure (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

## 17.2 DC Power Arrangement Provisioning

- 17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 17.2.2 The Collocator must contact **SBC-13STATE** project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

## 17.3 Intervals and Provisioning

- 17.3.1 Implementation Intervals when CLEC hires **SBC-13STATE** Approved Vendor Installs Interconnection and Power Cabling.
  - 17.3.1.1 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and



a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

- 17.3.1.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table 1**

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

- 17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals

assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

### 17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

### 17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

17.3.3.3 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state <u>or metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery

intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for **SBC-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply.

This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

- 17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
  - 17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
  - 17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.7 Fiber Interconnection Cable Arrangement
  - 17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.8 Collocation to Collocation Connection
  - 17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.
    - 17.4.8.1.1 Fiber Cable (12 Fiber Pair)
      - 17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
    - 17.4.8.2.1 Copper Cable
      - 17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
    - 17.4.8.3.1 Coax Cable
      - 17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
    - 17.4.8.4.1 Cable Racking and Hole
      - 17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This

sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

#### 17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
3	<b>REAL ESTATE</b>				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	<b>S8FWB</b>		\$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	<b>S8F4N</b>		\$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	<b>S8F4L</b>	\$5.97	
7	<b>COMMON SYSTEMS</b>				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	<b>S8F4A</b>	\$0.44	\$59.86
9	<b>PLANNING</b>				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	<b>S8GCA</b>	\$0.09	\$7.55
11	Planning	Per Request	<b>NRFCF</b>		\$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>		\$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60
15	Planning - Non-Standard	Per Request	<b>NRFCF</b>		\$1,436.00
16	<b>POWER PROVISIONING</b>				
17	<b>Power Panel:</b>				
18	50 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>		
19	200 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>		
20	<b>Power Cable and Infrastructure:</b>				
21	Power Cable Rack	Per Four Power Cables or Quad	<b>NONE</b>		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	<b>S8GF1</b>	\$0.25	\$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	<b>S8GF2</b>	\$0.25	\$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	<b>S8GF3</b>	\$0.25	\$48.23
28	<b>Equipment Grounding:</b>				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	<b>S8FCR</b>	\$0.03	\$0.92
30	<b>DC POWER AMPERAGE CHARGE</b>				
31	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62	
32	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61	
33	<b>FIBER CABLE PLACEMENT</b>				
34	<b>Central Office:</b>				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	<b>S8FQ9</b>	\$4.85	\$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$8.76	
37	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
38	<b>MISCELLANEOUS COSTS</b>				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$0.08	\$14.81
40	Bits Timing	Per two circuits	<b>S8FQT</b>	\$3.58	\$698.82
41	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04
42	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35
44	<b>CAGE COMMON COSTS</b>				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	<b>NRL60</b>		\$5.29
46	<b>INTERCONNECTION COSTS:</b>				
47	<b>ILEC TO CLEC CONNECTION</b>				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F48</b>	\$3.86	\$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8FWU</b>	\$3.86	\$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8FQM</b>	\$295.42	\$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F46</b>	\$6.07	\$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F47</b>	\$115.30	\$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8FQN</b>	\$5.69	\$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8FQR</b>	\$3.76	\$495.49
55	<b>CLEC TO CLEC CONNECTION</b>				
56	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.82	
57	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.57	
58	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.50	
59	Route Design		<b>NRFCX</b>		\$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	<b>S8GFH</b>	\$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	<b>S8GFJ</b>	\$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	<b>S8GFK</b>	\$0.31	
63	<b>TIME SENSITIVE ACTIVITIES</b>				
64	<b>PRE-VISITS</b>				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>		\$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCS</b>		\$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCF</b>		\$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCU</b>		\$19.24
69	<b>CONSTRUCTION VISITS</b>				
70	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>		\$23.23

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

**13-STATE/SPECTROTTEL, INC.**

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
72					
73	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
74	<b>REAL ESTATE</b>				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	<b>S8GCE</b>		\$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	<b>S8GCF</b>		\$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	<b>S8GCD</b>	\$5.97	
78	<b>COMMON SYSTEMS</b>				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	<b>S8GCG</b>	\$0.44	\$59.86
80	<b>PLANNING</b>				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	<b>S8GCA</b>	\$0.09	\$7.55
82	Planning	Per Request	<b>NRFCB</b>		\$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>		\$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60
86	Planning - Non-Standard	Per Request	<b>NRFCH</b>		\$1,436.00
87	<b>POWER PROVISIONING</b>				
88	<b>Power Panel:</b>				
89	50 Amp	Per Power Panel	<b>S8GC8</b>	\$15.77	\$3,079.47
90	200 Amp	Per Power Panel	<b>S8GC9</b>	\$18.75	\$3,659.46
91	<b>Power Cable and Infrastructure:</b>				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	<b>Under Development</b>	\$5.83	\$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	<b>S8GCU</b>	\$7.74	\$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	<b>Under Development</b>	\$8.35	\$1,700.70
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	<b>Under Development</b>	\$8.96	\$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	<b>S8GCV</b>	\$9.57	\$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GCW</b>	\$11.39	\$2,344.44
98	<b>Equipment Grounding:</b>				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	<b>S8GDA</b>	\$0.03	\$0.92
100	<b>DC POWER AMPERAGE CHARGE</b>				
101	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62	
102	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61	
103	<b>FIBER CABLE PLACEMENT</b>				
104	<b>Central Office:</b>				
105	Fiber Cable	Per Fiber Cable Sheath	<b>S8GDE</b>	\$4.85	\$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	<b>S8GDD</b>	\$8.76	
107	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
108	<b>MISCELLANEOUS COSTS</b>				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8GEK</b>	\$0.08	\$14.81
110	Bits Timing	Per two circuits	<b>S8GEJ</b>	\$3.58	\$698.82
111	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04
112	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35
114	<b>CAGE COMMON COSTS</b>				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	<b>S8GCH</b>	\$0.27	\$19.70
116	<b>INTERCONNECTION COSTS:</b>				
117	<b>ILEC TO CLEC CONNECTION</b>				
118	Voice Grade Arrangement	100 Copper Pairs	<b>S8GD4</b>	\$4.92	\$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	<b>S8GD5</b>	\$4.92	\$1,027.16
120	DS1 Arrangement - DCS	28 DS1	<b>S8GDK</b>	\$297.44	\$3,613.06
121	DS1 Arrangement - DSX	28 DS1	<b>S8GDP</b>	\$9.79	\$1,346.48
122	DS3 Arrangement - DCS	1 DS3	<b>S8GDV</b>	\$115.58	\$2,181.58
123	DS3 Arrangement - DSX	1 DS3	<b>S8GDZ</b>	\$7.14	\$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	<b>S8GED</b>	\$6.55	\$1,779.78
125	<b>CLEC TO CLEC CONNECTION</b>				
126	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.82	
127	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.57	
128	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.50	
129	Route Design		<b>NRFCX</b>		\$424.88
130	Connection for DS1	Per 28 Circuits	<b>S8GFC</b>	\$1.41	\$982.35
131	Connection for DS3	Per Circuit	<b>S8GFD</b>	\$1.30	\$433.86
132	Connection for Optical (Fiber)	Per Cable	<b>S8GFB</b>	\$1.38	\$1,404.07
133	<b>TIME SENSITIVE ACTIVITIES</b>				
134	<b>PRE-VISITS</b>				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>		\$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCS</b>		\$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCU</b>		\$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24
139	<b>CONSTRUCTION VISITS</b>				
140	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>		\$23.23
142					

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
143	<b>CAGELESS</b>				
144	<b>REAL ESTATE</b>				
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	<b>S8FWC</b>		\$92.81
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	<b>S8FWG</b>		\$195.57
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	<b>S8F9C</b>	\$64.21	
148	<b>COMMON SYSTEMS</b>				
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	<b>S8FWE</b>	\$9.35	\$760.45
150	<b>PLANNING</b>				
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	<b>S8GCB</b>	\$1.13	\$75.54
152	Planning	Per Request	<b>NRFCJ</b>		\$4,601.93
153	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>		\$2,267.04
154	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60
156	Planning - Non-Standard	Per Request	<b>NRFCH</b>		\$1,436.00
157	<b>POWER PROVISIONING</b>				
158	<b>Power Panel:</b>				
159	50 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>		
160	200 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>		
161	<b>Power Cable and Infrastructure:</b>				
162	Power Cable Rack	Per Four Power Cables or Quad	<b>NONE</b>		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	<b>S8GF1</b>	\$0.25	\$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	<b>S8GF2</b>	\$0.25	\$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	<b>S8GF3</b>	\$0.25	\$48.23
169	<b>Equipment Grounding:</b>				
170	Ground Cable Placement	Per Frame	<b>S8GDB</b>	\$0.33	\$15.32
171	<b>DC POWER AMPERAGE CHARGE</b>				
172	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62	
173	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	<b>S8GCT</b>	\$1.27	
175	<b>FIBER CABLE PLACEMENT</b>				
176	<b>Central Office:</b>				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	<b>S8FQ9</b>	\$4.85	\$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$8.76	
179	<b>CEV, HUT &amp; Cabinets:</b>				
180	Fiber Cable Placement	Per Fiber Cable Sheath	<b>S8GDH</b>		\$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	<b>S8GDJ</b>	\$2.61	
182	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
183	<b>MISCELLANEOUS COSTS</b>				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$0.08	\$14.81
185	Bits Timing	Per two circuits	<b>S8FQT</b>	\$3.58	\$698.82
186	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04
187	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35
189	<b>CAGELESS / POT BAY OPTIONS</b>				
190	Standard Equipment Bay	Each (CLEC Provided)	<b>NONE</b>		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	<b>NONE</b>		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	<b>NONE</b>		
193	VF/DS0 Termination Module	Each (CLEC Provided)	<b>NONE</b>		
194	DDP-1 Panel	Each (CLEC Provided)	<b>NONE</b>		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	<b>NONE</b>		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	<b>NONE</b>		
197	DS3 Interconnect Module	Each (CLEC Provided)	<b>NONE</b>		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	<b>NONE</b>		
199	Fiber Termination Dual Module	Each (CLEC Provided)	<b>NONE</b>		
200	<b>CEV, HUT, CABINET</b>				
201	24 Foot CEV	2 Inch Mounting Space	<b>S8GE3</b>	\$1.64	
202	16 Foot CEV	2 Inch Mounting Space	<b>S8GE4</b>	\$1.77	
203	Maxi-Hut	2 Inch Mounting Space	<b>S8GE1</b>	\$0.77	
204	Mini-Hut	2 Inch Mounting Space	<b>S8GE2</b>	\$1.33	
205	Large Cabinet	2 Inch Mounting Space	<b>S8GEX</b>	\$1.63	
206	Medium Cabinet	2 Inch Mounting Space	<b>S8GEY</b>	\$2.19	
207	Small Cabinet	2 Inch Mounting Space	<b>S8GEZ</b>	\$3.29	
208	<b>INTERCONNECTION COSTS:</b>				
209	<b>ILEC TO CLEC CONNECTION</b>				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F3E</b>	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8FWV</b>	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8F2J</b>	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F2P</b>	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F21</b>	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8F25</b>	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8F49</b>	\$3.76	\$495.49



**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
217	<b>CLEC TO CLEC CONNECTION</b>				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	Route Design		NRFCX		\$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	<b>PROJECT MANAGEMENT</b>				
226	<b>CEV, HUT &amp; CABINET</b>				
227	Project Coordination	Per CLEC Application	NRFCX		\$631.17
228	<b>TIME SENSITIVE ACTIVITIES</b>				
229	<b>PRE-VISITS</b>				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	<b>CONSTRUCTION VISITS</b>				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237					
238	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>				
239	<b>REAL ESTATE</b>				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	<b>COMMON SYSTEMS</b>				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	<b>PLANNING</b>				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	Planning	Per Request	NRFCJ		\$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	NRFCJ		\$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
252	<b>POWER PROVISIONING</b>				
253	<b>Power Panel:</b>				
254	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	<b>Power Cable and Infrastructure:</b>				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	<b>Equipment Grounding:</b>				
264	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	<b>DC POWER AMPERAGE CHARGE</b>				
266	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	Per Amp	Per Amp	S8GCR	\$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	<b>FIBER CABLE PLACEMENT</b>				
270	<b>Central Office:</b>				
271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	<b>CEV, HUT &amp; Cabinets:</b>				
274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
277	<b>MISCELLANEOUS COSTS</b>				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
280	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	<b>CAGELESS / POT BAY OPTIONS</b>				
284	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
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13-STATE/SPECTROTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
292	<b>CEV, HUT, CABINET</b>				
293	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	<b>INTERCONNECTION COSTS:</b>				
301	<b>ILEC TO CLEC CONNECTION</b>				
302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
309	<b>CLEC TO CLEC CONNECTION</b>				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	Route Design		NRFCX		\$424.88
314	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	<b>PROJECT MANAGEMENT</b>				
318	<b>CEV, HUT &amp; CABINET</b>				
319	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
320	<b>TIME SENSITIVE ACTIVITIES</b>				
321	<b>PRE-VISITS</b>				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	<b>CONSTRUCTION VISITS</b>				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329					
330	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>				
331	<b>REAL ESTATE</b>				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	<b>COMMON SYSTEMS</b>				
336	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	<b>PLANNING</b>				
338	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	Planning	Per Request	NRFCJ		\$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
344	<b>POWER PROVISIONING</b>				
345	<b>Power Panel:</b>				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	<b>Power Cable and Infrastructure:</b>				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	<b>Equipment Grounding:</b>				
357	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	<b>DC POWER AMPERAGE CHARGE</b>				
359	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	Per Amp		S8GCR	\$10.61	
361	<b>FIBER CABLE PLACEMENT</b>				
362	<b>Central Office:</b>				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
365	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
366	<b>MISCELLANEOUS COSTS</b>				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
369	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	<b>CAGE COMMON COSTS</b>				
373	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	<b>INTERCONNECTION COSTS:</b>				
375	<b>ILEC TO CLEC CONNECTION</b>				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383					
384	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>				
385	<b>REAL ESTATE</b>				
386	Site Conditioning	Per Bay	S8GCL		\$92.81
387	Safety & Security	Per Frame	S8GCN		\$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	<b>COMMON SYSTEMS</b>				
390	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	<b>PLANNING</b>				
392	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	Planning	Per Request	NRFCJ		\$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	<b>POWER PROVISIONING</b>				
399	<b>Power Panel:</b>				
400	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	<b>Power Cable and Infrastructure:</b>				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
406	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	<b>Equipment Grounding:</b>				
410	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	<b>DC POWER AMPERAGE CHARGE</b>				
412	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	Per Amp	Per Amp	S8GCR	\$10.61	
414	<b>FIBER CABLE PLACEMENT</b>				
415	<b>Central Office:</b>				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
419	<b>MISCELLANEOUS COSTS</b>				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
422	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	<b>CAGE COMMON COSTS</b>				
426	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	<b>INTERCONNECTION COSTS:</b>				
428	<b>ILEC TO CLEC CONNECTION</b>				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436					
437	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>				
438	<b>REAL ESTATE</b>				
439	Site Conditioning	Per Frame	S8FX5		\$92.81
440	Safety & Security	Per Frame	S8FX6		\$195.57
441	Floor Space Usage	Per Frame	S8F62	\$28.91	

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

**13-STATE/SPECTROTEL, INC.**

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
442	<b>COMMON SYSTEMS</b>				
443	Common Systems - Standard	Per Frame	<b>S8F64</b>	\$10.75	
444	Common Systems - Non-Standard	Per Cabinet	<b>S8F65</b>	\$19.36	
445	<b>PLANNING</b>				
446	Planning	Per Request	<b>NRM99</b>		\$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	<b>NRMA3</b>		\$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	<b>NRMAA</b>		\$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRMAX</b>		\$2,882.61
450	<b>POWER PROVISIONING</b>				
451	<b>Power Cable and Infrastructure:</b>				
452	Power Cable Rack	Per Four Power Cables or Quad	<b>NONE</b>		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	<b>Under Development</b>	\$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	<b>S8GFO</b>	\$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	<b>Under Development</b>	\$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	<b>Under Development</b>	\$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	<b>S8GFP</b>	\$0.52	
458	<b>Equipment Grounding:</b>				
459	Ground Cable Placement	Per Frame	<b>S8F69</b>	\$0.36	
460	<b>DC POWER AMPERAGE CHARGE</b>				
461	HVAC	Per 10 Amps	<b>S8FXO</b>	\$14.62	
462	Per Amp	Per Amp	<b>S8FXN</b>	\$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	<b>S8FXP</b>	\$1.27	
464	<b>FIBER CABLE PLACEMENT</b>				
465	<b>Central Office:</b>				
466	Fiber Cable	Per Fiber Cable Sheath	<b>S8F8F</b>	\$11.01	\$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	<b>S8F8G</b>	\$8.17	
468	<b>CEV, HUT &amp; Cabinets:</b>				
469	Fiber Cable Placement	Per Fiber Cable Sheath	<b>S8FXQ</b>		\$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FXR</b>	\$2.61	
471	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
472	<b>MISCELLANEOUS COSTS</b>				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8FXT</b>	\$0.08	\$14.81
474	Bits Timing	Per two circuits	<b>S8FXS</b>	\$3.58	\$698.82
475	<b>VIRTUAL FRAME OPTIONS</b>				
476	Standard Equipment Bay	Each (CLEC Provided)	<b>NONE</b>		
477	<b>CEV, HUT, CABINET</b>				
478	24 Foot CEV	2 Inch Mounting Space	<b>S8FXZ</b>	\$1.64	
479	16 Foot CEV	2 Inch Mounting Space	<b>S8FY6</b>	\$1.77	
480	Maxi-Hut	2 Inch Mounting Space	<b>S8FXX</b>	\$0.77	
481	Mini-Hut	2 Inch Mounting Space	<b>S8FXY</b>	\$1.33	
482	Large Cabinet	2 Inch Mounting Space	<b>S8FXU</b>	\$1.63	
483	Medium Cabinet	2 Inch Mounting Space	<b>S8FXV</b>	\$2.19	
484	Small Cabinet	2 Inch Mounting Space	<b>S8FXW</b>	\$3.29	
485	<b>INTERCONNECTION COSTS:</b>				
486	<b>ILEC TO CLEC CONNECTION</b>				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F82</b>	\$3.86	\$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8F83</b>	\$3.86	\$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8F8X</b>	\$295.42	\$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F8Y</b>	\$6.07	\$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F8Z</b>	\$115.30	\$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8F81</b>	\$5.69	\$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8F84</b>	\$10.47	\$152.71
494	<b>VIRTUAL TO VIRTUAL CONNECTION</b>				
495	Cable Racking and Hole for Optical	Per Cable	<b>S8FY7</b>	\$0.90	
496	Cable Racking and Hole for DS1	Per Cable	<b>S8FY8</b>	\$0.49	
497	Cable Racking and Hole for DS3	Per Cable	<b>S8FY9</b>	\$0.35	
498	Route Design		<b>NRLWF</b>		\$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	<b>S8GFQ</b>	\$0.41	\$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	<b>S8GFR</b>	\$0.27	\$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	<b>S8GFS</b>	\$0.81	\$0.00
502	<b>PROJECT MANAGEMENT</b>				
503	<b>CEV, HUT &amp; CABINET</b>				
504	Project Coordination	Per CLEC Application Augment	<b>NRFCCK</b>		\$631.17

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
505	<b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>				
506	<b>CENTRAL OFFICE TYPE</b>				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	<b>CEV, HUT &amp; CABINET</b>				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	<b>ADDITIONAL LABOR ELEMENTS</b>				
517	<b>TRAINING</b>				
518	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	<b>EQUIPMENT EVALUATION COST</b>				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	<b>TEST AND ACCEPTANCE</b>				
525	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526					
527	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>				
528	<b>REAL ESTATE</b>				
529	Site Conditioning	Per Frame	S8FX5		\$92.81
530	Safety & Security	Per Frame	S8FX6		\$195.57
531	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	<b>COMMON SYSTEMS</b>				
533	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	<b>PLANNING</b>				
536	Planning	Per Request	NRM99		\$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	<b>POWER PROVISIONING</b>				
541	<b>Power Cable and Infrastructure:</b>				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
545	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	<b>Equipment Grounding:</b>				
548	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	<b>DC POWER AMPERAGE CHARGE</b>				
550	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	Per Amp	Per Amp	S8FXN	\$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	<b>FIBER CABLE PLACEMENT</b>				
554	<b>Central Office:</b>				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	<b>CEV, HUT &amp; Cabinets:</b>				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
561	<b>MISCELLANEOUS COSTS</b>				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
564	<b>VIRTUAL FRAME OPTIONS</b>				
565	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	<b>CEV, HUT, CABINET</b>				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

13-STATE/SPECTROTEL, INC.

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
574	<b>INTERCONNECTION COSTS:</b>				
575	<b>ILEC TO CLEC CONNECTION</b>				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	<b>VIRTUAL TO VIRTUAL CONNECTION</b>				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	Route Design		NRML9		\$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	<b>PROJECT MANAGEMENT</b>				
592	<b>CEV, HUT &amp; CABINET</b>				
593	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	<b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>				
595	<b>CENTRAL OFFICE TYPE</b>				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	<b>CEV, HUT &amp; CABINET</b>				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	<b>ADDITIONAL LABOR ELEMENTS</b>				
606	<b>TRAINING</b>				
607	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	<b>EQUIPMENT EVALUATION COST</b>				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	<b>TEST AND ACCEPTANCE</b>				
614	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615					
616	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
617	<b>ADJACENT ON-SITE PLANNING</b>				
618	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	<b>REAL ESTATE</b>				
621	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	<b>POWER PROVISIONING</b>				
623	<b>Power Cable and Infrastructure:</b>				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	<b>AC Service:</b>				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	AC Usage	Per KWH	S8GEO	\$0.05	

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

**13-STATE/SPECTROTTEL, INC.**

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
631	<b>DC POWER AMPERAGE CHARGE</b>				
632	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61	
633	<b>FIBER CABLE PLACEMENT</b>				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	<b>S8GF4</b>	\$2.13	\$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	<b>S8GDG</b>	\$1.55	
636	<b>CABLE RACK</b>				
637	DC Power Cable Rack	Per Rack	<b>S8GEP</b>	\$13.64	\$2,667.22
638	Fiber Cable Rack	Per Rack	<b>S8GEQ</b>	\$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GER</b>	\$30.63	
640	<b>CONDUIT PLACEMENT</b>				
641	DC Power Cable Rack	Per Rack	<b>S8GES</b>		\$7,386.71
642	Fiber Cable Rack	Per Rack	<b>S8GET</b>		\$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GEU</b>		\$5,545.50
644	<b>INTERCONNECTION COSTS:</b>				
645	<b>ILEC TO CLEC CONNECTION</b>				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F3G</b>	\$3.86	\$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8FVW</b>	\$3.86	\$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8F2L</b>	\$295.42	\$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F2R</b>	\$6.07	\$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F23</b>	\$115.30	\$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8F27</b>	\$5.69	\$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8F3N</b>	\$3.76	\$495.49
653					
654	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b>				
655	<b>PLANNING</b>				
656	Planning - Initial	Per Request	<b>NRFA1</b>		\$9,268.73
657	Planning - Subsequent	Per Request	<b>NRFA2</b>		\$1,606.77
658	<b>REAL ESTATE</b>				
659	Land Rental	Per Square Foot	<b>S8GEN</b>	\$0.44	
660	<b>POWER PROVISIONING</b>				
661	<b>Power Cable and Infrastructure:</b>				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GC4</b>	\$13.84	\$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	<b>S8GC5</b>	\$13.84	\$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	<b>S8GC6</b>	\$13.84	\$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	<b>S8GC7</b>	\$13.84	\$28,143.00
666	<b>AC Service:</b>				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	<b>NRFCW</b>		\$6,447.00
668	AC Usage	Per KWH	<b>S8GEO</b>	\$0.05	
669	<b>DC POWER AMPERAGE CHARGE</b>				
670	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61	
671	<b>FIBER CABLE PLACEMENT</b>				
672	Fiber Installation	Per Fiber Cable Sheath	<b>S8GDF</b>	\$2.13	\$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	<b>S8GDG</b>	\$1.55	
674	<b>CABLE RACK</b>				
675	DC Power Cable Rack	Per Rack	<b>S8GEP</b>	\$13.64	\$2,667.22
676	Fiber Cable Rack	Per Rack	<b>S8GEQ</b>	\$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GER</b>	\$30.63	
678	<b>CONDUIT PLACEMENT</b>				
679	DC Power Cable Rack	Per 2-Duct	<b>S8GES</b>		\$7,386.71
680	Fiber Cable Rack	Per 1-Duct	<b>S8GET</b>		\$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	<b>S8GEU</b>		\$5,545.50
682	<b>INTERCONNECTION COSTS:</b>				
683	<b>ILEC TO CLEC CONNECTION</b>				
684	Voice Grade Arrangement	100 Copper Pairs	<b>S8GEA</b>	\$6.19	\$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	<b>S8GEB</b>	\$6.19	\$1,371.93
686	DS1 Arrangement - DCS	28 DS1	<b>S8GDN</b>	\$439.98	\$2,341.45
687	DS1 Arrangement - DSX	28 DS1	<b>S8GDS</b>	\$35.04	\$2,341.45
688	DS3 Arrangement - DCS	1 DS3	<b>S8GDY</b>	\$242.36	\$598.33
689	DS3 Arrangement - DSX	1 DS3	<b>S8GD3</b>	\$12.36	\$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	<b>S8GEG</b>	\$8.25	\$3,751.22
691					

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
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**13-STATE/SPECTROTTEL, INC.**

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
692	<b>ADJACENT OFF-SITE</b>				
693	<b>PLANNING</b>				
694	Planning	Per Request	<b>NRFA3</b>		\$1,254.32
695	<b>CONDUIT</b>				
696	Conduit Space	Per Innerduct	<b>S8GEW</b>	\$1.17	
697	<b>INTERCONNECTION COSTS:</b>				
698	<b>ILEC TO CLEC CONNECTION</b>				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF5</b>	\$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF6</b>	\$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF7</b>	\$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF8</b>	\$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF9</b>	\$9.02	
704					
	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT</b>				
705	<b>OFF-SITE</b>				
706	<b>PLANNING</b>				
707	Planning	Per Request	<b>NRFA3</b>		\$1,254.32
708	<b>CONDUIT</b>				
709	Conduit Space	Per Innerduct	<b>S8GEW</b>	\$1.17	
710	<b>INTERCONNECTION COSTS:</b>				
711	<b>ILEC TO CLEC CONNECTION</b>				
712	Voice Grade/DS0 Arrangement	900 DS0	<b>S8GEC</b>	\$311.43	\$485.31
713	DS1 Arrangement - DCS	28 DS1	<b>S8GDO</b>	\$439.96	\$1,830.99
714	DS1 Arrangement - DSX	28 DS1	<b>S8GDT</b>	\$35.03	\$1,830.99
715	DS1 Arrangement - MDF	450 DS1	<b>S8GDU</b>	\$311.43	\$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	<b>S8GEH</b>	\$9.02	\$3,370.20



# APPENDIX DIRECT

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**APPENDIX DIRECT  
(DIRECT ACCESS AGREEMENT  
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
  - 1.1.1 Southern New England Telephone (**SBC CONNECTICUT**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. DEFINITIONS

- 2.1 **“Automated Message Accounting” (AMA)** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link” (CPDL)** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment” (DTE)** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch” (DMS 200)** - DMS performs base call processing functions and supports service capabilities.

- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One” (D1)** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages” (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System” (IVS)** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position” (MP, MPX or MPX-IWS)** - Operator Workstations.
- 2.11 **“Non-Published Number” (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center” (OSC)** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.
- 2.14 **“Nortel Queue Management System” (QMS)** - Supports up to 255 unique queues on calls to operator positions.
- 2.15 **“Nortel Traffic Operating Position System” (TOPS)** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

### 3. **SERVICE**

- 3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between **Nortel** Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

### 4. **RESPONSIBILITIES OF SBC-12STATE**

- 4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC-12STATE** listings.
- 4.2 **SBC-12STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-12STATE**'s methods, practices, and procedures.
- 4.3 **SBC-12STATE** shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 **SBC-12STATE** shall maintain the same level of system performance for CLEC as it provides to itself.

## 5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
  - 5.2.1 **SBC MIDWEST REGION 5-STATE** – The IBM RISC 6000 does not support the CDPL technology.

## 6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and **SBC-12STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-12STATE**, and CLEC will reimburse **SBC-12STATE** for the cost, plus Engineering, Furnish and Installation.

## 7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-12STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-12STATE** employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

## 8. BILLING

- 8.1 **SBC-12STATE** - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

## 9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

## 10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

## 11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the ICB process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 **Service Establishment**

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 **Direct Access Database Service**

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 **Direct Access Per Search**

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing.

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## APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

## 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:
  - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
    - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the home NPA and/or local/intraLATA serving area where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.
  - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
    - 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.
  - 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**
    - 2.1.3.1 **SBC-10STATE/SBC CALIFORNIA** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
    - 2.1.3.2 **SBC NEVADA/SBC CONNECTICUT** – NDA is not technically feasible and/or available.

## 2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 **SBC SOUTHWEST REGION 5-STATE and SBC OHIO** - A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call. When this service is used in connection with Resale services the applicable wholesale discount will apply. When this service is used in connection with switched-based and facilities-based services, no discount will apply.

2.1.4.2 **SBC INDIANA; SBC MICHIGAN; SBC ILLINOIS; SBC WISCONSIN** – BCS is not available.

2.1.4.3 **SBC-2STATE/SBC CONNECTICUT** – BCS is not available.

## 2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

2.1.5.1 **SBC-10 STATE/SBC CALIFORNIA** – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

2.1.5.2 **SBC NEVADA/SBC CONNECTICUT** - RDA is not technically feasible and/or available.

## 3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 “**Non-List Telephone Number or DA only Telephone Number**” - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 “**Non-Published Number**” - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 “**Published Number**” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

## 4. CALL BRANDING

4.1 Call Branding is the procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC’s name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 **SBC CONNECTICUT** – Where **SBC CONNECTICUT** provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SBC CONNECTICUT** is only providing DA service on behalf of the CLEC, the CLEC’s calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC’s specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** Lawful unbundled local switching is responsible for maintaining CLEC’s End User customer records in **SBC-13STATE** Line Information

Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** Lawful unbundled local switching.

4.1.1.5.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SBC CONNECTICUT** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC MIDWEST REGION 5-STATE** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

## 5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

5.1.1.5 **SBC CONNECTICUT** - until technically feasible and/or available, when a **SBC CONNECTICUT** Operator receives a rate request from a CLEC end user, **SBC CONNECTICUT** will quote the surcharge rate only.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

## 7. METHODS AND PRACTICES

- 7.1 **SBC-13STATE** will provide DA Services to CLEC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

## 8. PRICING

- 8.1 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

## 9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

## 10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

## 11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC SOUTHWEST REGION 5-STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

## APPENDIX DAL



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## APPENDIX DAL

### (LOCAL DIRECTORY ASSISTANCE LISTINGS)

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in SBC California and Dialing Parity Directory Listings in **SBC MIDWEST REGION 5-STATE** (herein after collectively referred to as DAL):
  - 2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
  - 2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC-13STATE**'s DA to obtain such information.
  - 2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.

- 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.
- 2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.
  - 2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
  - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
  - 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
  - 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

### 3. ASSIGNMENT

- 3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

### 4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC-13STATE**'s directory assistance listing information.

## 5. LIABILITY

- 5.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

## 6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

## APPENDIX 911

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## APPENDIX 911

### TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

#### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable SBC-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.



- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

## 2. DEFINITIONS

- 2.1 **“911 System”** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 **“Automatic Location Identification”** or **“ALI”** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 **“Automatic Number Identification”** or **“ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 **“Company Identifier”** or **“Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

- 2.6 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.10 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.14 **“Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or CPE.

### 3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to provide CLEC access to the 911 SR and DBMS set forth herein in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and when **SBC-13STATE** provides the 911 System component. In such situations, **SBC-13STATE** shall provide CLEC access to the **SBC 13-STATE** 911 System as described in this section in.
- 3.2 Call Routing
  - 3.2.1 **SBC-13STATE** will route 911 calls from the **SBC-13STATE** SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

- 3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

### 3.3 Facilities and Trunking

- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC to the **SBC-13STATE** SR, as specified in the applicable **SBC-13STATE** Access tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard **SBC-13STATE** Access Tariff rates.
- 3.3.3 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

### 3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the 911 and E911 Databases, **SBC-13STATE** shall provide CLEC access to the 911 and E911 Databases to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where **SBC-13STATE** manages the 911 and E911 Databases, **SBC-13STATE** shall coordinate access to the **SBC-13STATE** DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where **SBC-13STATE** manages the E911 Database, **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that the DBMS is not functioning properly.

## 4. CLEC RESPONSIBILITIES

### 4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the 911 System, where **SBC-13STATE** is the 911 System Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

### 4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required

by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 In **SBC MIDWEST REGION 5-STATE** only, CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

- 4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the **SBC-13STATE** SR.
- 4.2.5 CLEC shall provide sufficient trunking to interconnect with the designated **SBC-13STATE** 911 SR to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 interconnection
- 4.2.6 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the **SBC-13STATE** 911 SR.
- 4.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.8 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with **SBC-13STATE**.
- 4.2.9 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 interconnection trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning. CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.
- 4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **SBC-13STATE** 911 SR(s). CLEC is responsible for advising **SBC-13STATE** of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 4.3 Database

- 4.3.1 Once the 911 interconnection between CLEC and all appropriate **SBC-13STATE** SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

## 5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated SBC-13STATE 911 Selective Router(s).

## 6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In SBC-2STATE, and SBC MIDWEST REGION 5-STATE; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

## 8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in SBC-13STATE's Appendix Pricing or applicable SBC-13STATE Commission-approved access tariff.

## 9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE** providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

# APPENDIX MERGER CONDITIONS

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## APPENDIX MERGER CONDITIONS

### 1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: 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.
- 1.1.1 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.3 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.5 **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.
- 1.2 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.3 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

### 2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.

- 2.3 8"FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

### 3. PROMOTIONAL DISCOUNTS ON RESALE

- 3.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.
- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.
- 3.3 If CLEC does not qualify for the Resale Discount, **SBC-13STATE's** provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

#### **4. CONFLICTING CONDITIONS**

- 4.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

#### **5. SUSPENSION OF CONDITIONS**

- 5.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination, order or finding. Thereafter, **SBC-13STATE**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

# **APPENDIX ITR (Interconnection Trunking Requirements)**

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## APPENDIX ITR (Interconnection Trunking Requirements)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **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.
- 1.5 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.6 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

- 1.13 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.14 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.15 **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.
- 1.16 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.17 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.18 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.19 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 **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.
- 1.26 **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.

## 2. DEFINITIONS

- 2.1 “Access Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the **SBC SOUTHWEST REGION 5-STATE** as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-CONNECTICUT**.
- 2.2 “End Office” or “End Office Switch” is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 2.3 “IntraLATA Toll Traffic” or “IntraLATA Toll” is defined as traffic between one **SBC-13STATE** local calling area and the local calling area of another **SBC-13STATE** or LEC within one LATA within the respective state.

- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 "ISP-Bound Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and **SBC-12STATE** End Users. In **SBC-CONNECTICUT** these trunk groups will carry the same type of traffic, but they will be established and used as one-way.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via **SBC-13STATE** Access or Local/Access Tandem Switches.
- 2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.
- 2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from **SBC-13STATE** where **SBC-13STATE** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

### 3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. **SBC-13STATE** shall issue ASRs for one-way trunk groups originating at the **SBC-13STATE** switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate **SBC-13STATE** Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an **SBC-12STATE** Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an **SBC-12STATE** Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.4 Local Interconnection Trunk Groups in **SBC CONNECTICUT** must be ordered and provisioned as one-way to accommodate billing and technical limitations.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and



implementation schedule. **SBC-12STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

#### 4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Local Only Tandem Switches (**SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches (**SBC SOUTHWEST REGION 5-STATE**) Local/Access Tandem Switches and Access Tandem Switches. In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in **SBC CONNECTICUT**, **SBC MIDWEST REGION 5-STATE**, and **SBC-2STATE**. If CLEC Offers Service in a LATA in which there is no SBC Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each **SBC-13STATE** End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in **SBC SOUTHWEST REGION 5-STATE**. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the **SBC SOUTHWEST REGION 5-STATE**, CLEC shall establish a Local Interconnection Trunk Group to each **SBC-13STATE** End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective **SBC-13STATE** Local Tandem on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **SBC-13STATE** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in **SBC-CONNECTICUT**) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **SBC-13STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **SBC-13STATE** Local Tandem. If an **SBC-13STATE** End Office does not subtend an **SBC-13STATE** Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by **SBC-13STATE** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in **SBC CONNECTICUT**).
- 4.5 Trunk Configuration
  - 4.5.1 Trunk Configuration – **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**
    - 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
    - 4.5.1.2 Any **SBC-13STATE** switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

#### 4.5.2 Trunk Configuration – **SBC-2STATE**

- 4.5.2.1 When Interconnecting at **SBC-2STATE**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 4.5.2.2 When interconnecting at **SBC CALIFORNIA**'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at **SBC CALIFORNIA**'s 4E Access Tandems.

### 5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and **SBC-13STATE** End Users.
- 5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: **SBC SOUTHWEST REGION 5-STATE**.
  - 5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
  - 5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
  - 5.2.3 **SBC SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.
  - 5.2.4 Where traffic from CLEC switch to an **SBC SOUTHWEST REGION 5-STATE** End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office.
  - 5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.
  - 5.2.6 When **SBC SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch.
  - 5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.
- 5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC-2STATE**
  - 5.3.1 Tandem Trunking – **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**
    - 5.3.1.1 In **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**:
      - 5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all SBC Local Only Tandems in the LATA for calls destined to or from all **SBC MIDWEST REGION 5-STATE** End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

- 5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (**SBC-2STATE** only) in the LATA for calls destined to or from all **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE** End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – **SBC CONNECTICUT**

- 5.3.2.1 In **SBC CONNECTICUT**, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local Tandems in the LATA for calls destined to or from all **SBC CONNECTICUT** End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

- 5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: **SBC-13STATE**

- 5.4.1 IXC carried traffic shall be transported between CLEC's switch and the **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch.
- 5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.4.3 When **SBC-13STATE** has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every **SBC-13STATE** Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).
- 5.4.4 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.
- 5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **SBC-13STATE**

- 5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Access or Local/Access Tandem Switch.
- 5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access or Local/Access Tandem Switch. Calls will be routed to **SBC-13STATE** over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.
- 5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 Selective Router switch that serves a specified geographic rate area.
- 5.6.2 In **SBC CONNECTICUT** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all E911 trunks and facilities between CLEC's network and the **SBC-13STATE** E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-12STATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

<i><b>Number of Access Lines Served</b></i>	<i><b>Number of Mass Calling Trunks</b></i>
<i>0 – 10,000</i>	<i>2</i>
<i>10,001 – 20,000</i>	<i>3</i>
<i>20,001 – 30,000</i>	<i>4</i>
<i>30,001 – 40,000</i>	<i>5</i>
<i>40,001 – 50,000</i>	<i>6</i>
<i>50,001 – 60,000</i>	<i>7</i>
<i>60,001 – 75,000</i>	<i>8</i>
<i>75,000 +</i>	<i>9 maximum</i>

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-12STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In **SBC CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **SBC-13STATE**'s Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If CLEC chooses **SBC-13STATE** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

**6. TRUNK FORECASTING RESPONSIBILITIES: SBC-13STATE**

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. **SBC-13STATE** shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-

MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

- 6.2 The semi-annual forecasts shall include:
  - 6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and
  - 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
  - 6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.
  - 6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix.
- 6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

## 7. TRUNK DESIGN BLOCKING CRITERIA: **SBC-13STATE**

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

\*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

## 8. TRUNK SERVICING: **SBC-13STATE**

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In **SBC CONNECTICUT** where one-way trunks are provisioned, **SBC CONNECTICUT** will issue ASRs for trunk groups for traffic that originates from **SBC-CONNECTICUT** and terminates to CLEC.

- 8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 8.3.1 In A Blocking Situation (Over-utilization)
- 8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 8.3.1.2 In a blocking situation, **SBC-13STATE** is responsible for issuing ASRs on one-way SBC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. **SBC 13-STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.
- 8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.
- 8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.
- 8.3.2 Underutilization
- 8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.
- 8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.



8.3.2.1.4 If **SBC-13STATE** does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – **SBC SOUTHWEST REGION 5-STATE** Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by **SBC SOUTHWEST REGION 5-STATE** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 **SBC-13STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC 13-STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. **TRUNK DATA EXCHANGE: SBC-13STATE**

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

purposes, although with less statistical confidence. For SBC originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

## 10. NETWORK MANAGEMENT: **SBC-13STATE**

### 10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

### 10.2 Expansive Controls

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

### 10.3 Mass Calling

- 10.3.1 CLEC and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

## 11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

## 12. SWITCHED ACCESS TRAFFIC

- 12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

## APPENDIX INW

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## **APPENDIX INW**

### **(Inward Assistance Operator Services)**

#### **1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

## 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
  - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
  - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

## 3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
  - 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switch(es). It is the responsibility of **SBC-13STATE** to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
  - 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the **SBC-13STATE** Operator assistance switch utilizing MF signaling. Likewise, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to **SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **SBC-13STATE**. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

#### 5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the **SBC-13STATE** Operator assistance switches. These codes are specific to the various **SBC-13STATE** LATA's where **SBC-13STATE** Operator assistance switches are located.
- 5.2 **SBC-13STATE** Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

#### 6. PRICING

- 6.1 **SBC-12STATE** - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

#### 7. MONTHLY BILLING

- 7.1 **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to **SBC-13STATE** and remittance in full will be due within thirty (30) days of receipt.



## 8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

## 9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SBC-13STATE pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

## APPENDIX INW

### EXHIBIT I

#### SERVING AREA

#### OPERATOR SERVICES PROVIDER LOCATION:

#### CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

# **APPENDIX NIM (NETWORK INTERCONNECTION METHODS)**

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## APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 **SBC-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

## 2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Local Only Tandem Switches (**SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be

- interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point on the **SBC-13STATE** network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **SBC-13STATE**.
- 2.4 **Types of Points of Interconnection**
- 2.4.1 A "Tandem Serving Area" or "TSA" is an **SBC-13STATE** area defined by the sum of all local calling areas served by **SBC-13STATE** End Offices that subtend an **SBC-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **SBC-13STATE**'s network in the LATA where CLEC Offers Service.
- 2.4.3 A "Single POI" is a single point of interconnection within a LATA on **SBC-13STATE**'s network that is established to interconnect **SBC-13STATE**'s network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
- (i) at an **SBC-13STATE** TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that **SBC-13STATE** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
  - (ii) at an **SBC-13STATE** End Office in a local calling area not served by an **SBC-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 **Technical Interfaces**
- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

### 3. METHODS OF INTERCONNECTION

#### 3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a **SBC-13STATE** Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

#### 3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a **SBC-13STATE** Tandem or End Office building and wishes for **SBC-13STATE** to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

#### 3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **SBC-13STATE** Tandem or End Office building within each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, and **SBC-2STATE**).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office building. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through to the **SBC-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.9 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.10 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning



facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

- 3.5.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

**4. RESPONSIBILITIES OF THE PARTIES**

- 4.1 For each local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC-2STATE**, **SBC CONNECTICUT** and **SBC MIDWEST REGION 5-STATE**). CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

## APPENDIX NUMBER PORTABILITY

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## APPENDIX NP (NUMBER PORTABILITY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.
- 1.6 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 **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.
- 1.9 **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.

### 2. PERMANENT NUMBER PORTABILITY (PNP)

- 2.1 General Terms and Conditions
  - 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

- 2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.
- 2.2 The Parties shall:
  - 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
  - 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.
- 2.3 Obligations of **SBC-12STATE**
  - 2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.
  - 2.3.2 **SBC-13STATE** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.
  - 2.3.3 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.
- 2.4 Obligations of CLEC
  - 2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
  - 2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
  - 2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.
  - 2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
  - 2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.
- 2.5 Obligations of Both Parties
  - 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
  - 2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
  - 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
  - 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
  - 2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
  - 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
  - 2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

- 2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.
- 2.6 Limitations of Service
- 2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.
- 2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 3 of this Appendix.
- 2.7 Service Descriptions
- 2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.
- 2.8 Pricing
- 2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **SBC-12STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

### 3. **MASS CALLING CODES**

- 3.1 General Terms and Conditions
- 3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.
- 3.2 Service Provided
- 3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE**

mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 3.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.3 Obligations of **SBC-12STATE**

- 3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 3.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of CLEC

- 3.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.
- 3.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 3.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 CLEC Mass Calling Codes

- 3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. **SPNP QUERY SERVICE**

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:
- 4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
- 4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
- 4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff

- 4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.
- 4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE**'s facilities via an SS7 link to the **SBC-12STATE** STP.
- 4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.



## EXHIBIT 1

### PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country  
and  
additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days  
hardware capable switches within 60 days  
capable switches requiring hardware within 180 days  
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

## **REQUEST FOR INSTALLATION OF PNP SOFTWARE**

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

## Local Number Portability (LNP) Bona Fide Request (BFR)

**DATE:** \_\_\_\_\_ (date of request)

**TO:** \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_ (address of service provider)  
\_\_\_\_\_ (contact name/number)

**FROM:** \_\_\_\_\_ (requester/service provider name/ID)  
\_\_\_\_\_ (requester switch(es)/CLLI)  
\_\_\_\_\_ (authorized by name)  
\_\_\_\_\_ (authorized by title)  
\_\_\_\_\_ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

**SWITCH(ES):**

CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

**DATES:** Requested date switch(es) should be LNP capable: \_\_\_\_\_ (mm/dd/yy)  
Requested code opening date<sup>4</sup>: \_\_\_\_\_ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

- Notes: <sup>1</sup> List each switch targeted for LNP by its specific CLLI code.  
<sup>2</sup> Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.  
<sup>3</sup> Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).  
**Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.**

<sup>4</sup> As documented in the Southwest Region Code Opening Process.

## Acknowledgment of LNP Bona Fide Request (BFR)

**DATE:** \_\_\_\_\_ (date of response)

**TO:** \_\_\_\_\_ (requester/CLEC name/ID)  
\_\_\_\_\_ (contact name/address/number)  
\_\_\_\_\_ (requester switch(es)/CLLI)

**FROM:** \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_ (address of provider)  
\_\_\_\_\_ (contact name/number)

\_\_\_\_\_

**Switch request(s) accepted:**

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

\_\_\_\_\_

**Switch request(s) denied/reason for denial:**

\_\_\_\_\_ (CLLI 1): \_\_\_\_\_

\_\_\_\_\_ (CLLI 2): \_\_\_\_\_

\_\_\_\_\_ (CLLI 3): \_\_\_\_\_

\_\_\_\_\_

**Authorized company representative signature/title:** \_\_\_\_\_

\_\_\_\_\_

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## APPENDIX NUMBERING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the 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 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 will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
  - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

## 2.8 Test Numbers

- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.



## **APPENDIX OSS - RESALE & UNEs**

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

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, SBC NEVADA, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.26 “**LSC**” means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.
- 1.27 “**LOC**” means the Local Operations Center (LOC) for **SBC-13STATE**.
- 1.28 “**Service Bureau Provider**” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.29 “**UNE**” is as described in Appendix Lawful UNE.

## 2. **LAWFUL UNBUNDLING REQUIREMENTS**

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC-13STATE** provides under this Interconnection Agreement (ICA service(s)). Should

**SBC-13STATE** no longer be obligated to provide a UNE under the terms of this Agreement, **SBC-13STATE** shall no longer be obligated to offer access and use of OSS for that ICA service.

### 3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when CLEC elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE**'s flat rate monthly OSS charges.
- 3.2 Proper Use of OSS interfaces:
- 3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.
- 3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.
- 3.3.1 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS.
- 3.5 In the event **SBC-13STATE** has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **SBC-13STATE** shall have the right to conduct an audit of CLEC's use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **SBC-13STATE** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.
- 3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to CLEC within the specific operating region.

- 3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

#### 4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-Ordering functions for Resale Services and UNEs include**
  - 4.2.1 Feature/Service Availability

Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

    - 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
  - 4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.3 of this Appendix.

- 4.2.3 Telephone Number Inquiry  
**SBC-13STATE** provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.
- 4.2.4 Scheduling Inquiry/Availability
  - 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
  - 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 4.2.5 Address Validation Inquiry  
**SBC-13STATE** provides address validation function.
- 4.3 **The following are Pre-Order functions specific to UNEs**
  - 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry  
**SBC-13STATE** provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
  - 4.3.2 Common Language Location Indicator (CLLI) Inquiry  
**SBC-13STATE** provides CLLI code inquiry function.
  - 4.3.3 Connecting Facility Assignment (CFA) Inquiry  
**SBC-13STATE** provides a CFA inquiry function.
  - 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry  
**SBC-13STATE** provides a NC/NCI inquiry function.
- 4.4 **Electronic Access to Pre-Order Functions**
  - 4.4.1 **Resale and UNE Pre-order Interface Availability**
    - 4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.
    - 4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.
    - 4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNEs. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.
    - 4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.
    - 4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.



#### 4.5 Other Pre-order Function Availability

- 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)  
Feature/Service Availability by Switch  
Directory Names  
Class of Service Codes  
USOC (Universal Service Order Codes)  
Community Names  
Yellow Page Headings  
PIC/LPIC (InterLATA/IntraLATA)

### 5. ORDERING/PROVISIONING

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

#### 5.2 Service Order Request System Availability

- 5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For **SBC-13STATE**, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.
- 5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.
- 5.2.5 For **SBC SOUTHWEST REGION 5-STATE**, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).
  - 5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC**

**SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

- 5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

### 5.3 Provisioning for Resale Services and UNEs in **SBC-13STATE**

**SBC-13STATE** will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 5.3.3 For **SBC SOUTHWEST REGION 5-STATE**, as detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
- 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
  - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
  - 5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.
  - 5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

## 6. MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
- 6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.
  - 6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently

implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

## 7. BILLING

- 7.1 **SBC-13STATE** will bill CLEC for Resold services and UNEs. **SBC-13STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-13STATE** will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and **SBC-13STATE**. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
  - 7.2.1 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
  - 7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.
  - 7.2.3 For Resale Services in **SBC CALIFORNIA**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
  - 7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE**, CLEC may elect to receive its bill on CD.
  - 7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
  - 7.2.6 In **SBC-13STATE**, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
  - 7.2.7 **SBC-13STATE** will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
  - 7.2.8 In **SBC CONNECTICUT**, CLEC may receive a Billing Detail File on 18-track magnetic tape.
  - 7.2.9 In **SBC MIDWEST REGION 5-STATE**, CLEC may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
  - 7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
  - 7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
  - 7.3.3 In **SBC-13STATE**, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

- 7.3.4 **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier.

## 8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC CONNECTICUT** region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For **SBC-13STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to **SBC-13STATE** "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC CALIFORNIA** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC CONNECTICUT** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.
- 8.3 For **SBC-13STATE**, CLEC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC-13STATE** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC-13STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## 9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the

termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
  - 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
  - 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
  - 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.3 Additional Responsibilities of Both Parties**
- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
  - 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
  - 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
  - 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
  - 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
  - 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and

**SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.

**9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

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

**9.5 General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

**9.6 User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

**9.7 User Authentication**

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

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

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

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

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

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

#### 9.8 Access and Session Control

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

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

#### 9.9 User Authorization

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

#### 9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

#### 9.11 Monitoring and Audit

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

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

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

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

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

## 11. OSS TRAINING COURSES

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

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

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

## 12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

## 13. MISCELLANEOUS CHARGES

- 13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.



- 13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 13.4 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

#### **14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS**

- 14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
  - 14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
  - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
  - 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 **SBC-13STATE** 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 actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

## APPENDIX OS

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## APPENDIX OS (OPERATOR SERVICES)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

## 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:
  - 2.1.1 **Fully Automated Call Processing**
    - 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."
    - 2.1.1.2 **SBC-10STATE** and **SBC CALIFORNIA/SBC CONNECTICUT** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
    - 2.1.1.3 **SBC NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.
  - 2.1.2 **Operator-Assisted Call Processing**
    - 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

### 3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:
- 3.1.1 Fully Automated Calling Card Service.
- 3.1.1.1 **SBC-13STATE** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.
- 3.1.2 Fully Automated Collect and Bill to Third Number Services.
- 3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:
- 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.
- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

### 4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
- 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:

- 4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
- 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.1.4 A CLEC purchasing **SBC-13STATE** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.1.5 Branding Load Charges
  - 4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** Lawful unbundled local switching.
  - 4.1.1.5.2 **SBC MIDWEST REGION 5-STATE** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
  - 4.1.1.5.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
  - 4.1.1.5.4 **SBC CONNECTICUT** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

## 5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
  - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
    - 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
    - 5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

5.1.2.1 **SBC CONNECTICUT** - until technically feasible and/or available, when a **SBC CONNECTICUT** Operator receives a rate request from a CLEC end user, **SBC CONNECTICUT** will quote the surcharge rate only.

## 6. INTRALATA MESSAGE RATING

6.1 **SBC SOUTHWEST REGION 5-STATE** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC SOUTHWEST REGION 5-STATE** Operator assisted intraLATA calls. With this service, **SBC SOUTHWEST REGION 5-STATE** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC SOUTHWEST REGION 5-STATE**.

## 7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

## 8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.



## **9. METHODS AND PRACTICES**

- 9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## **10. PRICING**

- 10.1 The prices at which **SBC-13STATE** agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

## **11. MONTHLY BILLING**

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

## **12. LIABILITY**

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

## **13. TERMS OF APPENDIX**

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

## APPENDIX OUT OF EXCHANGE TRAFFIC

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc. (SBC-13STATE)** 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 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Spectrotel, Inc., operating within **SBC-13STATE's** incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **SBC-13STATE**.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area or;
  - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

### 2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect OE-LEC's network with **SBC- 13STATE's** network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with **SBC-13STATE** pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-13STATE's** incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-13STATE's** incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE's** incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act,

Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

### 3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

#### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).

- 4.10 **SBC-13STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Offices using **SBC-13STATE**'s standard code opening timeframes.

## 5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

## 6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 **SBC-13STATE** will exchange **SBC-13STATE** InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-13STATE** will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the **SBC-13STATE** exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an **SBC-13STATE** exchange, **SBC-13STATE** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. **SBC-13STATE** will not provision or be responsible for facilities located outside of **SBC-13STATE** exchange areas.
- 6.2 The Parties agree that the associated traffic from each **SBC-13STATE** End Office will not alternate route.
- 6.3 OE-LEC must provide **SBC-13STATE** a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE** (as reflected in the LERG). Any compensation due **SBC-13STATE** for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct **SBC-13STATE** serving tandems are reflected by **SBC-13STATE** in the LERG. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE**-tandem. **SBC-13STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 **SBC-13STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Office(s) using **SBC-13STATE**'s standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

## **APPENDIX INTERCARRIER COMPENSATION**

**(AFTER FCC ORDER NO. 01-131, AGREEING TO  
EXCHANGE ONLY ISP-BOUND TRAFFIC AT THE  
FCC RATES IN CERTAIN STATES, WHERE  
APPLICABLE)**



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## APPENDIX INTERCARRIER COMPENSATION

### 1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CLEC from **SBC-13STATE** on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **SBC-13STATE** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing telecommunications services utilizing **SBC-13STATE**'s Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

### 2. ILEC DESIGNATIONS

- 2.1 **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 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.
- 2.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 2.3 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s)

doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.9 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 2.10 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.11 **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.
- 2.12 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.13 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 2.14 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.16 **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.
- 2.17 **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.
- 2.18 **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.
- 2.19 **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.
- 2.20 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **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.
- 2.22 **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.
- 2.23 **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.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or

- identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by **SBC-2STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere CLEC originates traffic to or terminates traffic from an end user being served by a third party telecommunications carrier who has purchased local switching from **SBC-13STATE** on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its end users. In no event will **SBC-13STATE** have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **SBC-13STATE** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **SBC-13STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **SBC-13STATE** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In **SBC CONNECTICUT**, when CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by **SBC-13STATE** pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within **SBC-13STATE**'s incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **SBC-13STATE**. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area or;
- (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

#### 4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 **SBC-12STATE** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

**SBC-13STATE** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to

the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.3 In **SBC-12STATE** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1, are set forth in this Section 4 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that **SBC-12STATE** has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless **SBC CONNECTICUT** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in this Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic for that particular state.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from SBC-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from SBC 13-STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from **SBC-12STATE** on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end users served by such arrangements. **SBC-12STATE** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **SBC-12STATE** and CLECs when CLEC purchases local switching from **SBC-12STATE** on a wholesale basis:
- 4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC where CLEC's end user originates a call that is terminated to a **SBC-12STATE** end user, such traffic shall be paid for reciprocally at the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.5 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of ISP-Bound Traffic.
- 4.7.3 In **SBC CONNECTICUT**, when CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis to provide service to its end users, **SBC CONNECTICUT** will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's end users. When CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis, CLEC can not seek intercarrier compensation from **SBC CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **SBC CONNECTICUT** end user or a third party carrier's end user.

## 5. **RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN**

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating End User of one Party and the ISP served by the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
  - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.
- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **SBC-13STATE** has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3 Intercarrier Compensation for ISP-Bound Traffic
- 5.3.1 The rates, terms, and conditions in Section 5 apply only to the termination of all ISP-Bound Traffic as defined in Section 5.1 and are subject to the rebuttable presumption.
- 5.3.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.4 ISP-Bound Traffic Rebuttable Presumption
- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4 for Section 251(b)(5) Traffic, and the rates set forth in Section 5.3.2 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.
- 5.5.1 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which do not exceed a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4.0 for Section 251(b)(5) Traffic.
- 5.5.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be the reciprocal compensation rates set forth in Section 4.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2.

## 6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).. There are two types of FX service:
- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End



Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC ARKANSAS**, **SBC KANSAS**, **SBC MISSOURI** and **SBC TEXAS**.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above.
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in **SBC CONNECTICUT**. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For **SBC-12STATE**, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC ARKANSAS**, **SBC KANSAS**, **SBC MISSOURI** and **SBC TEXAS** where such traffic is subject to a Bill and Keep arrangement.
- 6.2.6.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU **SBC OKLAHOMA**.
- 6.2.6.4 For **SBC CONNECTICUT**, FX traffic must be identified as voice FX and ISP FX. **SBC CONNECTICUT** will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate

the percentage of minutes of use that is attributable to FX traffic. For **SBC CONNECTICUT** ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in **SBC CONNECTICUT** where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in **SBC CONNECTICUT**.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

- 6.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b), Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

## **7. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, AND SBC TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS**, **SBC KANSAS**, and **SBC TEXAS** are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

## **8. MCA TRAFFIC -- SBC MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

## **9. PRIMARY TOLL CARRIER ARRANGEMENTS**

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a third party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges

on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and **SBC-13STATE** is functioning as the PTC for a third party ILEC's end user customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) **SBC-13STATE** shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **SBC-13STATE** shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC-13STATE** Intrastate Access Service Tariff in the respective state; and/or
- (ii) **SBC-13STATE** shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay **SBC-13STATE** for the use of its facilities at the rates set forth in **SBC-13STATE**'s Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

## 10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

## 11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

## 12. INTRALATA TOLL TRAFFIC COMPENSATION

- 12.1 For intrastate IntraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an **SBC-13STATE**'s tariff in whose exchange area the End User is located.
- 12.2 For interstate IntraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC-13STATE**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

## 13. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, OPTIONAL EAS TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

- 13.1 In **SBC-13STATE**, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 13.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, **SBC-13STATE** will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.
- 13.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, **SBC-12STATE** will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an **SBC-12STATE** non-resale offering whereby **SBC-12STATE** provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 13.2 For those usage based charges where actual charge information is not determinable by **SBC-2STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 13.2.1 CLEC and **SBC-2STATE** agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer

than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

- 13.3 In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.
- 13.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 13.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 13.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 13.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

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

- 14.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set

forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

## 15. SWITCHED ACCESS TRAFFIC

15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

15.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

**16. ALTERNATE TANDEM PROVIDER**

- 16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no end users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with **SBC-13STATE** to only **SBC-13STATE**'s end user.
- 16.2 Third Party Originating Carrier shall mean CLEC as a Competitive Local Exchange Carrier (CLEC), that sends traffic originated by its end users to **SBC-13STATE**'s end users via an Alternate Tandem Provider.
- 16.3 Third Party Terminating Carrier shall mean **SBC-13STATE** as the Incumbent Local Exchange Carrier (ILEC), to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 16.4 When Alternate Tandem Provider sends Traffic originated by the end users of CLEC functioning as the Third Party Originating Carrier to an end user of **SBC-13STATE** who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by **SBC-13STATE** for the termination of such traffic.



# APPENDIX RECORDING

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

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.1.1 **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 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.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.6 **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.

### 2. DEFINITIONS

- 2.1 **“Access Usage Record” (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.

- 2.5 **“Centralized Message Distribution System” (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC-13STATE** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface” (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier” (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area” (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **“Service Switching Point” (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point” (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record” (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.
- 3.5 Standard EML record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for **SBC-2STATE**. For **SBC-2STATE**, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to **SBC-13STATE** under the same terms and conditions of this Appendix.

### 4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

## **5. LIABILITY**

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

## **EXHIBIT I SERVICES**

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

### **EXPLANATION OF SERVICE OPTIONS**

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

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

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

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

#### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

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

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.



## EXHIBIT II

### INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- ☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- ☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

# APPENDIX RESALE

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## APPENDIX RESALE

### 1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

## **2. DESCRIPTION AND CHARGES FOR SERVICES**

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
  - 2.2.1 This section applies only to **SBC KANSAS**:
    - 2.2.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with **SBC KANSAS**.
- 2.3 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

### 3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to **SBC TEXAS**:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SBC TEXAS** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.
- 3.4.2 This section applies only to **SBC SOUTHWEST REGION 5-STATE: SBC WISCONSIN, SBC OHIO and SBC INDIANA**
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** tariffs.
- 3.4.3 This section applies only to **SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS**:
- 3.4.3.1 **SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS** LifeLine and Link-Up services are not available for resale.

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

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

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

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

### 3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **SBC NEVADA** and **SBC MISSOURI**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT** and **SBC ARKANSAS**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to **SBC KANSAS**, **SBC TEXAS** and **SBC OKLAHOMA**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE's** corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.



3.14 This section applies only to **SBC SOUTHWEST REGION 5-STATE**:

3.14.1 CLEC may convert current **SBC SOUTHWEST REGION 5-STATE** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

3.14.2 **SBC SOUTHWEST REGION 5-STATE** and any other reseller of **SBC SOUTHWEST REGION 5-STATE** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SBC SOUTHWEST REGION 5-STATE** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SBC SOUTHWEST REGION 5-STATE** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.

3.14.4.2 **SBC OKLAHOMA** and **SBC MISSOURI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SBC SOUTHWEST REGION 5-STATE** or any other local service provider reselling **SBC SOUTHWEST REGION 5-STATE** local service.

3.14.4.4 If another reseller of **SBC SOUTHWEST REGION 5-STATE** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SBC SOUTHWEST REGION 5-STATE** in connection with any conversion by another reseller of **SBC SOUTHWEST REGION 5-STATE** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SBC SOUTHWEST REGION 5-STATE** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SBC SOUTHWEST REGION 5-STATE** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SBC SOUTHWEST REGION 5-STATE** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SBC SOUTHWEST REGION 5-STATE**.

3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:

3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

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

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

- 3.15.2.2 **SBC MICHIGAN** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.
- 3.15.2.3 **SBC OHIO**, and **SBC WISCONSIN** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.15.2.4 **SBC INDIANA** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
- 3.15.2.5 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

#### 4. **ANCILLARY SERVICES**

- 4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-8STATE**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC MIDWEST REGION 5-STATE**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC MIDWEST REGION 5-STATE** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC MIDWEST REGION 5-STATE** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.
  - 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
  - 4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
  - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information,

including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.
  - 4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 **SBC-8STATE** will provide CLEC with 1/8<sup>th</sup> page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible.
- 4.11 OS/DA Branding
  - 4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
  - 4.11.2 Call Branding
    - 4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
  - 4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.12 Branding Load Charges:

4.12.1 **SBC SOUTHWEST REGION 5-STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

4.12.1.1 **SBC MIDWEST REGION 5-STATE** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.12.1.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.12.1.3 **SBC CONNECTICUT** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. **OS/DA RATE/REFERENCE INFORMATION**

5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.

5.2 **SBC CONNECTICUT** - until technically feasible and/or available, when a **SBC CONNECTICUT** Operator receives a rate request from a CLEC end user, **SBC CONNECTICUT** will quote the surcharge rate only.

5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.6 Payphone Services

5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**’s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**’s services for

certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

- 5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
  - 5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
  - 5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
  - 5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
  - 5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

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

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in **SBC MIDWEST REGION 5-STATE**. Service specifics may be obtained in state specific CLEC Handbooks.

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

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

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

6. **USE OF SBC BRAND**

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. **RESPONSIBILITIES OF SBC-13STATE**

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

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

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

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.
- 7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.7 This section applies only to **SBC CALIFORNIA**:
- 7.7.1 Cooperation on Fraud
- 7.7.1.1 Traffic Alert Referral Service
- 7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **SBC CALIFORNIA**'s TARS. In providing TARS to CLEC, **SBC CALIFORNIA** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **SBC CALIFORNIA** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **SBC CALIFORNIA** with the correct email

address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **SBC CALIFORNIA** grants to CLEC a non-exclusive right to use the information provided by **SBC CALIFORNIA**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **SBC CALIFORNIA** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

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

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC CALIFORNIA** shall not be liable for any damages to CLEC or to any other person or entity for **SBC CALIFORNIA**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **SBC CALIFORNIA** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **SBC CALIFORNIA**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **SBC CALIFORNIA** or its employees.

7.8 This section applies only to **SBC CALIFORNIA**:

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

## 8. RESPONSIBILITIES OF CLEC

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

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.



- 8.2.1.1 The following applies to **SBC MICHIGAN** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.
- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for

services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

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

- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

**APPENDIX FOR ACCESS**

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

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

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

This Agreement dated \_\_\_\_\_, 2005, is made by and between the "Parties," identified as SBC Communications Inc. (covering 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<sup>1</sup>, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin), hereinafter referred to as defined below, and Spectrotel, Inc. (CLEC), a Delaware corporation, hereinafter referred to as "Attaching Party".

This Agreement shall apply to the state(s) of: California, Connecticut, Illinois, Indiana, Michigan and Ohio.

### **INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 **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.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, and **SBC NEVADA** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

<sup>1</sup> 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, now doing business as SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas.

- 1.9 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.10 **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.

## 2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.
- 2.2 **Authorized Contractor.** As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching Party and **SBC-13STATE** and who subject to Attaching Party's direction and control, and subject to the requirements and policies in each state, perform facilities modification or make-ready work which would ordinarily be performed by **SBC-13STATE** or persons acting on **SBC-13STATE's** behalf as more specifically detailed in Section 21.2.
- 2.3 **Conduit.** The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE's** conduit.
- 2.4 **Conduit system.** The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE's** conduit.
- 2.5 **Duct.** The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.6 **Handhole.** The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of **SBC-13STATE's** conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.7 **Occupancy Permit.** The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or rights-of-way space.
- 2.8 **Maintenance Duct.** The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

- 2.9 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare **SBC-13STATE**’s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.10 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**’s conduit system. As used in this Agreement, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.11 Other User. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or rights-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**’s poles, ducts, conduits or rights-of-ways).
- 2.12 Overlashing. The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.13 Periodic Inspections. The term “periodic inspections” refers to inspections that are planned and scheduled by **SBC-13STATE**, for the purpose of inspecting the facilities of CLEC’s attached to **SBC-13STATE** structure, (poles, conduits, and rights-of-way).
- 2.14 Pole. The term “pole” refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.15 Rights-of-way. The term “rights-of-way” refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Agreement, “rights-of-way” includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.15.1 cables and other telecommunications equipment buried or located on such rights-of-way,
  - 2.15.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or
  - 2.15.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.
- 2.16 Spot Inspections. The term “spot inspections” refers to spontaneous inspections done by **SBC-13STATE**, which may be initiated, at **SBC-13STATE**’s discretion for the purpose of ensuring safety and compliance with **SBC-13STATE** standards.
- 2.17 Structure. The term “Structure” refers collectively to poles, ducts, conduits and rights-of-way.

### 3. SCOPE OF AGREEMENT

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**’s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party’s access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:
- 3.1.1 **SBC-13STATE**’s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**’s central offices;
  - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

- 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
- 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'s interest in any of **SBC-13STATE**'s Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or rights-of-way is to be conveyed or transferred.

#### 4. INTENTIONALLY LEFT BLANK.

#### 5. GENERAL PROVISIONS

- 5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.
- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.
- 5.5 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 5.6 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

#### 6. DISCLAIMER OF WARRANTIES

**SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.



## 7. DISPUTE RESOLUTION

- 7.1 The parties agree that the dispute resolution provisions of the General Terms and Conditions of the Interconnection Agreement shall apply to disputes under this agreement.

## 8. INDEMNIFICATION

- 8.1 The parties agree that the indemnity provisions of the General Terms and Conditions of the Interconnection Agreement shall apply in addition to the additional indemnity language below: in Section 8.2 – 8.5.

8.2 Indemnification for Environmental Claims.

- 8.2.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- 8.2.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or rights-of-way.
- 8.2.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or rights-of-way.
- 8.2.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:
- 8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or
- 8.3.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

- 8.4 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.5 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Agreement, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

## 9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

## 10. INSURANCE

- 10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

## 11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:
- 11.1.2.1 The Overlapping entity must enter into an agreement with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
- 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party in order to ensure that pole loadings are not exceeded.

- 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

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

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-of-way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

## 13. FAILURE TO ENFORCE

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

## 14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Agreement (including but not limited to information submitted

- in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
  - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;
  - 14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;
  - 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
  - 14.3.5 preparing cost studies;
  - 14.3.6 responding to regulatory requests for information;
  - 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and
  - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:
- 14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
  - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
  - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

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

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

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

## 15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any rights-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, rights-of-way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

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

15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the rights-of-way and processing Attaching Party's request for access.

## 16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.

- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
  - 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
  - 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
  - 16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
  - 16.2.5 the **SBC-13STATE** Structure Access Guidelines
- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.
- 16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.
  - 16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching party must notify **SBC-13STATE** when Attaching Party has completed such work in the conduit system. If **SBC-13STATE** has not had the opportunity to complete the review, **SBC-13STATE** will attempt to meet with Attaching Party's contractors to finalize the review. If **SBC-13STATE** is not available when Attaching Party notifies **SBC-13STATE** of their notice of completion then **SBC-13STATE** will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.
  - 16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

## 17. ACCESS TO RECORDS

- 17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.
- 17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE**'s maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;
  - 17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;
  - 17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

17.6 **SBC-13STATE** will:

17.6.1 Within five (5) business days after attaching party submits Billing Authorization to **SBC-13STATE**, **SBC-13STATE** will notify attaching party of the place and time that attaching party may view the Structure Records.

17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. **SBC-13STATE** may not be able to provide attaching party with unscheduled additional time for viewing **SBC-13STATE** Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible

17.6.3 **SBC-13STATE** may make available at the Attaching Party's expense, an **SBC-13STATE** representative with sufficient knowledge about **SBC-13STATE** Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.

17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

17.7.1 **SBC MIDWEST REGION 5-STATE** – FCC No. 2 Access Services Tariff, Section 13.1.1

17.7.2 **SBC SOUTHWEST REGION 5-STATE** – FCC No. 73, Access Services Tariff, Section 13.4.2(B)

17.7.3 **SBC-2STATE** – FCC No. 1 Access Services Tariff, Section 13.1.1

17.7.4 **SBC CONNECTICUT** – FCC No. 2 Access Services Tariff, Section 13.1.1

## 18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure. In addition, Attaching Party shall also:

18.2.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready survey; or

18.2.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area

18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.

18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s conduit system.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to:



- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and
- 18.3.4 identify the owner of the pole.

## 19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.
- 19.2 Pole, Duct, and Conduit Space Assignments.
  - 19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-12STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-12STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
  - 19.2.2 **SBC CALIFORNIA:** The pole, duct, and conduit space selected and/or approved by **SBC-CALIFORNIA** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.
  - 19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.
  - 19.2.4 **SBC CONNECTICUT** will make available on request municipal gain space in accordance with Connecticut State Statute 16-233.
  - 19.2.5 **SBC CALIFORNIA:** Space assignment is 9 months in California.
  - 19.2.6 Notices and applications including assignment requests will be date and time stamped on receipt.

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

- 20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application, except **SBC CONNECTICUT**, which response time will be on a first come, first serve basis. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of

- a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.
- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE's** Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either:
- 20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or
- 20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE's** specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE's** contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE's** Structures or interferes with any existing use of **SBC-13STATE's** facilities or the facilities of any Other User.
- 20.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE's** poles or occupying space in **SBC-13STATE's** conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE's** poles, ducts, conduits and rights of ways.
- 20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE's** share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if **SBC-13STATE** attaches facilities to additional capacity on **SBC-13STATE's** Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.6 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE's** expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE's** capacity creation costs.
- 20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE's** Structure.
- 20.8 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.

**\*SBC CALIFORNIA** only: Space assignment shall not exceed nine (9) months in California.

- 20.9 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

## 21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.
- 21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without **SBC-13STATE**'s approval.
- 21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from **SBC-13STATE** to perform one or more of the following tasks within a specified **SBC-13STATE** construction district, as applicable:
- (a) installation of those sections of Attaching Party's ducts or facilities which connect to **SBC-13STATE**'s conduit system;
  - (b) installation of inner duct;
  - (c) excavation work in connection with the removal of retired or inactive (dead) cables; or
  - (d) Make-Ready work.
- 21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those **SBC-13STATE** construction districts agreed to by both parties.
- 21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one **SBC-13STATE**'s construction district constitute approval of such Authorized Contractor for the area served by a different **SBC-13STATE** construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all **SBC-13STATE** construction districts in which the work is to be performed.
- 21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

## 22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

### **23. MODIFICATION OF ATTACHING PARTY'S FACILITIES**

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

### **24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES**

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

### **25. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system

and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the maintenance duct as described above, **SBC-13STATE** may install a maintenance conduit at the Attaching Party's expense.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing

the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

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

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

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

## 26. **INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE**

- 26.1 **Post-Construction Inspections.** **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE's** Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.

- 26.2 **Right to Make Periodic or Spot Inspections.** **SBC-13STATE** shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to **SBC-13STATE's** Structure. Periodic Inspections will not be made more often than once every 2 years unless in **SBC-13STATE's** judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

- 26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE's** Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.

- 26.5 **Notice of Noncompliance.** If, at any time, **SBC-13STATE** determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, **SBC-13STATE** may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute **SBC-13STATE's** assertion that such facilities are not in compliance, Attaching Party agrees to provide **SBC-13STATE** with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify **SBC-13STATE** in writing when the facilities have been brought into compliance.

- 26.6 Disputes over Alleged Noncompliance. If Attaching Party disputes **SBC-13STATE's** assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify **SBC-13STATE** in writing of the basis for Attaching Party's assertion that its facilities are in compliance.
- 26.7 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within a reasonable time or provided **SBC-13STATE** with proof sufficient to persuade **SBC-13STATE** that **SBC-13STATE** erred in asserting that the facilities were not in compliance, and if **SBC-13STATE** determines in good faith that the alleged noncompliance causes or is likely to cause material damage to **SBC-13STATE's** facilities or those of other users, **SBC-13STATE** may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 26.8 Correction of Conditions by **SBC-13STATE**. If **SBC-13STATE** elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.
- 26.8.1 **SBC-13STATE** will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and **SBC-13STATE's** schedule for performing the work.
- 26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a **SBC-13STATE** manhole, **SBC-13STATE** may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If **SBC-13STATE** does not reattach Attaching Party's facilities, **SBC-13STATE** shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.
- 26.8.3 **SBC-13STATE** shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.
- 26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

## 27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE's** Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE's** poles or any part of **SBC-13STATE's** conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE's** poles or in **SBC-13STATE's** conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE's** poles or anchors or within any part of **SBC-13STATE's** conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment and/or occupancy fee as specified in Section 29 of this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of **SBC-13STATE**'s Facilities. No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

## **28. REMOVAL OF ATTACHING PARTY'S FACILITIES**

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



- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 30 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

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

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

## 30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or

- provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an Authorized Contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.
- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

# **APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)**

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## APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

### 1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service (( Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **SBC-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "**Lawful UNEs.**"

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “**Declassified**.”
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 “Transition Procedure” shall apply.
- 2.1.3 It is the Parties’ intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be “Lawful,” the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties’ intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that **SBC-13STATE** is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then **SBC-13STATE** shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC-13STATE** that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that **SBC-13STATE** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Non-Impaired Wire Center Criteria and Related Processes**
- 2.5.1 **SBC-13STATE** 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 pursuant to Rule

51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. **SBC-13STATE**'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 Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. **SBC-13STATE** 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 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

- 2.5.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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 pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the **SBC-13STATE** wire center non-impairment designation, the CLEC will provide a self-certification to **SBC-13STATE** identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by **SBC-13STATE** as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to **SBC-13STATE** claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to **SBC-13STATE**. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, **SBC-13STATE** shall provision the requested facilities in accordance with CLEC's order and within **SBC-13STATE**'s standard ordering interval applicable to such facilities. If **SBC-13STATE** in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.5 of this Agreement, **SBC-13STATE** 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
- 2.5.3 The parties recognize that wire centers that **SBC-13STATE** 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 is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, **SBC-13STATE** may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.5.3.1 **SBC-13STATE** may update the wire center list as changes occur.
- 2.5.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, **SBC-13STATE** will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.5.3.3 **SBC-13STATE** 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.



- 2.5.3.4 In the event the CLEC disagrees with **SBC-13STATE**'s determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute **SBC-13STATE**'s determination regarding the wire center by providing a self-certification to **SBC-13STATE**.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against **SBC-13STATE**'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 all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later. 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.
- 2.5.3.6 If the CLEC does provide self-certification to dispute **SBC-13STATE**'s designation determination within 60 calendar days of the issuance of the Accessible Letter, **SBC-13STATE** may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and **SBC-13STATE** will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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 Commission, but before the 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 Commission approved **SBC-13STATE**'s designations.
- 2.5.5 If it desires to do so, **SBC-13STATE** can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: **SBC-13STATE** will 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 Agreement, whichever is later. **SBC-13STATE** 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 Agreement, whichever is later. **SBC-13STATE** will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. **SBC-13STATE**'s failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by **SBC-13STATE** of its rights to challenge any subsequent self certification for the affected wire center except as provided below. **SBC-13STATE** shall promptly notify CLEC of any time where **SBC-13STATE** has waived its ability to challenge a self-certification as to any wire center for carrier. **SBC-13STATE** 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 2.5.3 of this Agreement. During the timeframe of any

dispute resolution proceeding, **SBC-13STATE** 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:

- 2.5.5.1 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 2.5.1 of this Agreement, CLEC will provide true-up based on the FCC transitional rate described in Section 2.5.3.7 of this Agreement. 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 **SBC-13STATE** after March 11, 2005, thirty days after **SBC-13STATE**'s notice of non-impairment. The transitional rate will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 2.5.1 of this Agreement, 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 **SBC-13STATE**'s notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement.
- 2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, **SBC-13STATE** will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which **SBC-13STATE** intends to rely, which will include the detailed business line information for the **SBC-13STATE** wire center or centers that are the subject of the dispute.
- 2.5.7 The provisions of Section 2.5.1 of this Agreement 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 2.5.1 of this Agreement, 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 **SBC-13STATE** 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.
- 2.5.8 **SBC-13STATE** will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. **SBC-13STATE** 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.
- 2.5.9 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.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 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 2.5.1 of this Agreement, and if

CLEC and **SBC-13STATE** have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then **SBC-13STATE** 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.

- 2.6 **SBC-13STATE** will provide access to Lawful UNES for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 **SBC-13STATE** will provide CLEC nondiscriminatory access to Lawful UNES (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
  - 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
  - 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
  - 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
  - 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
  - 2.7.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to Lawful UNES (47 CFR § 51.307(e));
  - 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNES for the service CLEC seeks to offer (47 CFR § 51.309(a));
  - 2.7.7 Where applicable, terms and conditions of access to Lawful UNES shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b));
  - 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
  - 2.7.9 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested Lawful UNES that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any Lawful UNES not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other **SBC-13STATE** offering(s).
- 2.8 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 **SBC-13STATE** will maintain, repair, or replace Lawful UNES (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what **SBC-13STATE** provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNES provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

## 2.13 Performance of Lawful UNEs

- 2.13.1 Each Lawful UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.
- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). SBC-13STATE will not discontinue any Lawful UNE that SBC-13STATE is required to provide to CLEC under this Agreement unless and until: (i) SBC-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to SBC-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following SBC-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 **SBC-13STATE** may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

## 2.14 Conditions for Access to Lawful UNEs

- 2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.
- 2.14.1.2 By way of further example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

## 2.15 New Combinations Involving Lawful UNEs

- 2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and

*Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) (“*Verizon Comm. Inc.*”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

- 2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC-13STATE** might offer pursuant to Section 271 of the Act.
- 2.15.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC-13STATE** shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.
- 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
  - 2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:
    - 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.
    - 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC’s combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2

shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by **SBC-13STATE** under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC-13STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine Lawful UNES or to perform the functions necessary to combine Lawful UNES with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNES and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an **SBC-13STATE** Lawful UNE and the lawful network element(s) possessed by CLEC.

- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC-13STATE** under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.
- 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:
- 2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 2.15.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 2.15.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
- 2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network; and
- 2.15.5.5 CLEC is
- 2.15.5.5.1 unable to make the combination itself; or
- 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:
- 2.15.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.15.6.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.
- 2.16 Conversion of Wholesale Services to Lawful UNEs
- 2.16.1 Upon request, **SBC-13STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful 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.)
- 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, **SBC-13STATE** shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion from a wholesale service or group of wholesale services and a UNE or combination of UNEs. **SBC-13STATE** may charge applicable service order charges and record change charges.

- 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.
- 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), **SBC-13STATE** may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an **SBC-13STATE** service.
- 2.16.5.2 **SBC-13STATE** may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.16.6 In requesting a conversion of an **SBC-13STATE** service, CLEC must follow the guidelines and ordering requirements provided by **SBC-13STATE** that are applicable to converting the particular **SBC-13STATE** service sought to be converted.
- 2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **SBC-13STATE**'s ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.
- 2.17 Commingling
- 2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE**, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.
- 2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an **SBC-12STATE** offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Commingling is not permitted, nor is **SBC-13STATE** required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network; or (iii) would place **SBC-13STATE** at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network.
- 2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that **SBC-12STATE** might offer pursuant to Section 271 of the Act.



- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, **SBC-13STATE** shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from **SBC-13STATE** to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.17.3 Upon request, and subject to this Section 2, **SBC-13STATE** shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), except that **SBC-13STATE** shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, **SBC-13STATE**'s obligation to commingle ceases if **SBC-13STATE** informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from **SBC-13STATE** are available to CLEC, including without limitation:
- 2.17.3.1.1 at an **SBC-13STATE** central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for **SBC-13STATE** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 **SBC-13STATE** is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **SBC-13STATE** under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

- 2.17.4.3 **SBC-13STATE** shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNEs (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.
- 2.17.5 **SBC-13STATE** shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC-13STATE** shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling also involves **SBC-13STATE** performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, **SBC-13STATE** shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC-13STATE**.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC-12STATE**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC-12STATE** offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs
- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, **SBC-13STATE** shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.18.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 **SBC-13STATE** is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3

or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) 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 (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
  - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **SBC-13STATE** local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
  - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
  - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
  - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
  - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
  - 2.18.2.2.6 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 2.18.4 of this Appendix; and
  - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, **SBC-13STATE** shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without

limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:

2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at **SBC-13STATE**'s premises within the same LATA as the End User's premises, when **SBC-13STATE** is not the collocator; or

2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when **SBC-13STATE** is the collocator.

2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after **SBC-13STATE** provisions such new circuit. CLEC must provide **SBC-13STATE** with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day.

2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.18.6 CLEC hereby agrees that by submitting an order to **SBC-13STATE** for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.

2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with **SBC-13STATE**.

2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, **SBC-13STATE** may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon **SBC-13STATE**'s written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.

2.18.7.1 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 regarding CLEC's compliance with the qualifying service eligibility criteria.

2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

- 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and **SBC-13STATE** may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to **SBC-13STATE**. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., **SBC-13STATE** shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
- 2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse **SBC-13STATE** for the cost of the independent auditor and for **SBC-13STATE**'s costs in the same manner and using the same methodology and rates that **SBC-13STATE** is required to pay CLEC's costs under Section 2.18.7.4.2.
- 2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, **SBC-13STATE** must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of **SBC-13STATE** to require such compliance, including if **SBC-13STATE** provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 **SBC-13STATE** will combine Lawful UNES, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNES.
- 2.21 The Parties intend that this Appendix Lawful UNES contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNES from **SBC-13STATE**. Accordingly, except as may be specifically permitted by this Appendix Lawful UNES, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNES (Lawful or

otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **SBC-13STATE** tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC-13STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

### 3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
  - 3.1.1 In the **SBC-13STATE** premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) **SBC-13STATE** will extend **SBC-13STATE** Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same **SBC-13STATE** premises where the Lawful UNEs are located.
  - 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
  - 3.1.3 CLEC shall refer trouble sectionalized in the **SBC-13STATE** Lawful UNE to **SBC-13STATE**.
  - 3.1.4 Prior to **SBC-13STATE** providing access to Lawful UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
  - 3.1.5 CLEC shall designate each Lawful UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
  - 3.1.6 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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### 6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, **SBC-13STATE** shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the **SBC-10STATE** and **SBC NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the **SBC CONNECTICUT** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **SBC CALIFORNIA** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.

6.3 Item I

**SBC-10STATE, SBC NEVADA Bona Fide Request Process**

- 6.3.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request **SBC-10STATE, SBC NEVADA** to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by **SBC-10STATE, SBC NEVADA** but that is not available under this Agreement at the time of CLEC’s request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by **SBC-10STATE, SBC NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-10STATE, SBC NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-10STATE, SBC NEVADA**’s preliminary evaluation costs, in which case **SBC-10STATE, SBC NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-10STATE, SBC NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and **SBC-10STATE, SBC NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-10STATE, SBC NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-10STATE, SBC NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-10STATE, SBC NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 **SBC-10STATE, SBC NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-10STATE, SBC NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-10STATE, SBC NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR **SBC-10STATE, SBC NEVADA** will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that **SBC-10STATE, SBC NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-10STATE, SBC NEVADA** will not offer the Request. If **SBC-10STATE, SBC NEVADA** indicates it

will not offer the Request, **SBC-10STATE**, **SBC NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by **SBC-10STATE**, **SBC NEVADA** under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that **SBC-10STATE**, **SBC NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-10STATE**, **SBC NEVADA** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **SBC-10STATE**, **SBC NEVADA** within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-10STATE**, **SBC NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-10STATE**, **SBC NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-10STATE**, **SBC NEVADA** shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If **SBC-10STATE**, **SBC NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

#### 6.4\* **Item II**

##### **SBC CONNECTICUT Bona Fide Request Process**

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CONNECTICUT**, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNES, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNES requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

\* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.



6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, **SBC CONNECTICUT** will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for **SBC CONNECTICUT** to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC CONNECTICUT** after **SBC CONNECTICUT** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SBC CONNECTICUT** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SBC CONNECTICUT** receives the written notice of cancellation from CLEC. However, if **SBC CONNECTICUT** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SBC CONNECTICUT** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC CONNECTICUT** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC CONNECTICUT** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SBC CONNECTICUT** has received a complete and accurate BFR Application Form.

6.4.6 **SBC CONNECTICUT** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For **SBC CONNECTICUT**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

## 6.5 Item III

### **SBC CALIFORNIA** Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by **SBC CALIFORNIA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

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\* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC CALIFORNIA** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **SBC CALIFORNIA** will offer the request. The Preliminary Analysis provided by **SBC CALIFORNIA** will include cost categories (material, labor and other) and high level costs for the request. **SBC CALIFORNIA** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30<sup>th</sup> calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54<sup>th</sup> calendar day).
- 6.5.6 If the BFR is denied, **SBC CALIFORNIA** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If **SBC CALIFORNIA** refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, **SBC-13STATE** shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).
- 7.3 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s Lawful UNE NID where necessary.
- 7.6 The **SBC-12STATE** Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by **SBC-12STATE** to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with SBC-12STATE's Lawful UNE NID, can disconnect the End User's wiring from SBC-12STATE's Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, SBC-12STATE will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

## 8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, SBC-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in SBC-13STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to SBC-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay SBC-13STATE for any HVPE that is provisioned by SBC-13STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (SBC-12STATE) or by tariff (SBC-CONNECTICUT) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC-CONNECTICUT):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, SBC-12STATE will

within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

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

8.3.3 2-Wire Digital Loop

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

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

#### 8.4 Declassification Procedure

- 8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, **SBC-13STATE** shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building **not** served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, **SBC-13STATE** shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building **not** served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNES under this Agreement, **SBC-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 8.4.3.1 Products provided by **SBC-13STATE** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.
- 8.4.4 The Parties agree that activity by **SBC-13STATE** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

#### 8.5 Routine Network Modifications – Lawful UNE Local Loops

- 8.5.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.5.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC-13STATE** does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. **SBC-13STATE** will place drops in the same manner as it does for its own customers.
- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility.. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

- 8.5.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.
- 8.5.5 **SBC-13STATE** has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, **SBC-13STATE**'s obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). **SBC-12STATE** will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which **SBC-12STATE** is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all **SBC-12STATE** include, but are not limited to,: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in SBC-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

## 9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 **SBC-12STATE** will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of **SBC-12STATE**'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond **SBC-12STATE**'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which **SBC-12STATE**'s owns and controls inside the End User premises.
- 9.3 Definitions pertaining to the Lawful UNE Subloop
- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the

same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where SBC uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of SBC's MTE Sub Loop offering . **SBC-13STATE** is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC-12STATE** will construct a SPOI only to those multiunit premises where **SBC-12STATE** has distribution facilities to the premises and **SBC-12STATE** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC-12STATE** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC-12STATE**'s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 9.4 **SBC-12STATE** will offer the following Lawful UNE Subloop types:
  - 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
  - 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
  - 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the

provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.

9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a subloop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

#### 9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

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

#### 9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).



- 9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

9.11 Maintenance

- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the **SBC-12STATE** switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the **SBC-12STATE** Lawful UNE Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.
- 9.11.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for Subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, **SBC-12STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-12STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.
- 9.14.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.

- 9.14.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 9.14.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 9.14.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in **SBC-12STATE** ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet **SBC-12STATE**'s published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the **SBC-12STATE** technician the ability to run jumper/cross connect from **SBC-12STATE** terminal to the intermediary box.
- 9.15.1.3 CLEC agrees that the **SBC-12STATE** technician shall run the jumper/cross-connect from **SBC-12STATE**'s serving terminal to CLEC's intermediary box, in order for CLEC to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE**. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from **SBC-12STATE**.
- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to **SBC-12STATE** associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from **SBC-12STATE** to CLEC, providing **SBC-12STATE** with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request ("LSR").
- 9.15.1.7 **SBC-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the **SBC-12STATE** terminal to the CLEC intermediary box. **SBC-12STATE** must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have **SBC-12STATE** install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at **SBC-12STATE**'s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the **SBC-12STATE** SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the **SBC-12STATE** cross-connect, **SBC-12STATE** could not require any CFA information from CLEC.

## 10. **ENGINEERING CONTROLLED SPLICE (ECS)**

- 10.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.
- 10.2 **SBC-12STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-12STATE**, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that **SBC-12STATE** will construct any Lawful UNE Subloop Access Arrangement requested by a

Telecommunications Carrier in a cost-effective and efficient manner. If **SBC-12STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if **SBC-12STATE** places more pairs at the splice.
- 10.3.3 Although **SBC-12STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-12STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-12STATE**.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 **SBC-12STATE** may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by **SBC-12STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
  - 10.4.1 Dedicated Facility Option (DFO)
    - 10.4.1.1 CLEC may request **SBC-12STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
    - 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
    - 10.4.1.3 CLECs will compensate **SBC-12STATE** for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.
  - 10.4.2 Cross-connected Facility Option (CFO)
    - 10.4.2.1 CLEC may request **SBC-12STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
    - 10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-12STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-12STATE** cabling.
    - 10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate **SBC-12STATE** for the charges incurred by **SBC-12STATE** derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. ECS	Serving Area Interface or Feeder Distribution Interface
2. ECS	Terminal
3. ECS	NID

**11. RESERVED**

**12. RESERVED**

**13. DS1 AND DS3 DEDICATED TRANSPORT**

13.1 Subject to Section 2 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as **SBC-13STATE** interoffice transmission facilities between wire centers or switches owned by **SBC-13STATE**, or between wire centers or switches owned by **SBC-13STATE** and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 **SBC-13STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **SBC-13STATE** wire centers.

13.2.2 A "route" is defined as a transmission path between one of **SBC-13STATE**'s wire centers or switches and another of **SBC-13STATE**'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 **SBC-13STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 **SBC-13STATE** will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

### 13.3.5 DS3 Transport “Caps”

13.3.5.1 **SBC 13-STATE** is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

### 13.3.6 DS1 Transport “Caps”

13.3.6.1 **SBC 13-STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

## 13.4 Diversity

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

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

## 13.5 Declassification Procedure

13.5.1 Wire Center “Tiers” -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three “tiers,” as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

### 13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, **SBC-13STATE** shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such **SBC-13STATE** must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

### 13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, **SBC-13STATE** shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **SBC-13STATE** must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNES under this Agreement, **SBC-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by **SBC-13STATE** in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by **SBC-13STATE** under this Section 13.5 shall not be subject to the Network Disclosure Rules.

### 13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.



- 13.7.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, **SBC-13STATE**'s obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). **SBC-13STATE** will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which **SBC-12STATE** is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all **SBC-12STATE** include, but are not limited to,: (i) splicing and (ii) in **SBC California** only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings .

#### 14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNES, **SBC-12STATE** shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. **SBC-13STATE** is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In **SBC-12STATE**, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within **SBC-12STATE**'s network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, **SBC-12STATE** will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as **SBC-12STATE** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **SBC-12STATE**'s network, connecting **SBC-12STATE** switches or wire centers within a LATA. **SBC-12STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **SBC-12STATE** wire centers. **SBC-12STATE** will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of **SBC-12STATE**'s wire centers or switches and another of **SBC-12STATE**'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 14.5 Spare Fiber Inventory Availability and Condition
- 14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all

segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

#### 14.6 Determining Spare Fibers

14.6.1 **SBC-12STATE** will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

#### 14.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, **SBC-12STATE** will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

#### 14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, **SBC-**

**12STATE**'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.3 **SBC-12STATE** may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 **SBC-12STATE** will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to the CLEC.

14.11 Dark Fiber Transport Declassification

14.11.1 **SBC-13STATE** shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **SBC-13STATE** must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, **SBC-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of **SBC-12STATE**.

14.11.3 Products provided by **SBC-12STATE** in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by **SBC-12STATE** under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 **SBC-12STATE** shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already

been constructed. **SBC-12STATE** shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that **SBC-12STATE** regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and **SBC-12STATE** is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.

14.12.5 Notwithstanding anything to the contrary herein, **SBC-13STATE's** obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). **SBC-12STATE** will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which **SBC-12STATE** is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all **SBC-12STATEs** include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

## 15. RESERVED

## 16. 911 OR E911 DATABASE

16.1 Access to the **SBC-13STATE** 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

## 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE's** databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

## 18. CROSS CONNECTS

18.1 **SBC-13STATE** shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access **SBC-13STATE** Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNEs in accordance with this Agreement. **SBC-13STATE** shall provide Cross Connects under the following terms and conditions in this subsection. **SBC-13STATE** shall only be obligated to provide Cross Connects under this Appendix

for purposes of permitting CLEC to connect **SBC-13STATE** Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a **SBC-13STATE** Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one **SBC-13STATE** Lawful UNE and another **SBC-13STATE** Lawful UNE where **SBC-13STATE** has connected or left connected those Lawful UNES. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNES.
- 18.3 **SBC-12STATE** will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross-connect pricing for **SBC CONNECTICUT**, refer to the applicable state tariff.

## 19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide Lawful UNES. Collocation is available from **SBC-13STATE** for obtaining access to Lawful UNES. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, **SBC-13STATE** may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNES.
- 19.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any **SBC-13STATE** Lawful UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** Lawful UNE, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility-based service using any **SBC-13STATE** provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided Lawful UNES is converted to a different CLEC's service which also uses any **SBC-13STATE** provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 19.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with **SBC-13STATE**'s network.
- 19.8.1 **SBC-13STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing **SBC-13STATE** access to End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

## APPENDIX WHITE PAGES

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## APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.

## 2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.
  - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such listings at **SBC-13STATE** tariff rates. An additional monthly charge at **SBC-13STATE**'s tariff rate

applies when CLEC wishes to list an End User in **SBC-13STATE**'s Directory Assistance database but does not wish to have its End User listed in **SBC-13STATE**'s White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s White Pages directory for a monthly charge at **SBC-13STATE**'s tariff rate for those non-published, non-listed services.

- 2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to **SBC-13STATE** via a mechanical or manual feed of the directory listing information to **SBC-13STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC-13STATE**'s subscriber listing information. CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
  - 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
  - 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
  - 2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of **SBC-8STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
    - 2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
    - 2.7.1.2 **SBC CONNECTICUT** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
  - 2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
  - 2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

- 2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE**'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8<sup>th</sup> page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** the information to be published on the information page according to the instructions provided on SBC CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

### 3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE**'s subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s White Pages directory, **SBC-13STATE**'s directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 **SBC-13STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC-13STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **SBC-13STATE**'s subscriber list information and the subscriber list

information of other companies that have authorized a similar release of their subscriber list information by **SBC-13STATE**.

#### 4. PRICING

- 4.1 **SBC-7STATE** will deliver one copy per primary End User listing of **SBC-7STATE** White Pages, as described in Section 2.7 above, at no charge. **SBC-7STATE** has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for **SBC CONNECTICUT** White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 **SBC MIDWEST REGION 5-STATE** - The rates, if any, for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

#### 5. LIABILITY

- 5.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by **SBC-13STATE** and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

#### 6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

## APPENDIX CH

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## APPENDIX CLEARINGHOUSE (CH)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).
- 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-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **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.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.



- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **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.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **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.
- 1.24 **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.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC CONNECTICUT**, is **technically infeasible** in **SBC CONNECTICUT**.

## 2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

## 3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

#### **4. RESPONSIBILITIES OF THE PARTIES**

- 4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.
- 4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

#### **5. PROCESSING CHARGE**

- 5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

#### **6. BILLING CHARGE**

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

#### **7. SETTLEMENT REPORT**

- 7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

## 8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## 9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.
- 9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## 10. DISCLAIMER OF WARRANTIES

- 10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

# **XDSL AND LINE SPLITTING APPENDIX**

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## XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

**xDSL Loops and xDSL Subloops and Line Splitting:** **SBC-12STATE** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

### 1. **General**

1.1 **Deployment of xDSL Technologies:** **SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** **SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** **SBC-12STATE**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE**'s advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

### 4. **Loop Conditioning**

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the

loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. **SBC-12STATE** In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where **SBC-12STATE** removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.

4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.

4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by **SBC-12STATE** to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 **Maintenance, Repair and Testing:** **SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 **Maintenance Scope:** **SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate.

- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE**, following **SBC-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.
- 4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE's** resolution of the trouble. If, however, the trouble is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC-12STATE's** standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC-12STATE's** OSS.
7. **Pricing/Rates**
- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that **SBC-12STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved in



performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC-12STATE are performed outside of standard business hours.

**8. Definitions Applicable to this Appendix**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC-12STATE state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"SBC-12STATE"** as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

# **APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)**

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## APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 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 ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.5 **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.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **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.
- 1.8 **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.

### 2. DEFINITIONS

- 2.1 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
  - 2.2.1 New England Telephone Company
  - 2.2.2 New York Telephone Company
  - 2.2.3 Bell Atlantic, NJ
  - 2.2.4 Bell Atlantic, PA
  - 2.2.5 Bell Atlantic, DE
  - 2.2.6 Bell Atlantic, DC
  - 2.2.7 Bell Atlantic, MD
  - 2.2.8 Bell Atlantic, VA
  - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
  - 2.2.11 South Central Bell Telephone Company
  - 2.2.12 The Ohio bell Telephone Company d/b/a SBC Ohio
  - 2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
  - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
  - 2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
  - 2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
  - 2.2.17 Northwestern Bell Telephone Company
  - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
  - 2.2.19 Mountain Bell Telephone Company
  - 2.2.20 Pacific Bell Telephone Company d/b/a SBC California
  - 2.2.21 Nevada Bell Telephone Company d/b/a SBC Nevada
  - 2.2.22 The Southern New England Telephone Company
  - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **“Exchange Message Interface” (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **“Local Exchange Carriers” (LECs) or “Exchange Carriers” (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **“Non-Intercompany Settlement” (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

### 3. **NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION**

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

### 4. **RESPONSIBILITIES OF THE PARTIES**

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

### 5. **BASIS OF COMPENSATION**

- 5.1 CLEC agrees to pay a \$.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.

- 5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

## 6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

## **APPENDIX PRICING (CALIFORNIA)**

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## APPENDIX PRICING (CALIFORNIA)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, 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 CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 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 one or more Commission-established Rates in any decision, order, resolution, or other ruling of general applicability ("Order") to the Interconnection, 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, unless otherwise provided for by said Commission or FCC Order. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, unless otherwise provided for by Commission or FCC Order, 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, unless otherwise provided for by the Commission or FCC Order. In addition, unless otherwise provided for by the Commission or FCC Order, 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.

- 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 Ruling, unless otherwise provided for by the 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 on a prospective basis only. Further, the Parties 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, absent a Ruling to the contrary.
- 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 becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 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 have been deemed interim rates by the Commission ("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 ("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 unless otherwise provided for by the Commission. Following such Rate Notice, and without the need for any formal amendment or further Commission action, **SBC CALIFORNIA** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Rate Notice, unless otherwise provided for by the Commission. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such replacement and submit such amendment to the Commission for approval, unless otherwise provided for by the Commission.

- 1.6.1 If the 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 CALIFORNIA** 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, unless otherwise provided for by the Commission.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to a Commission order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply notwithstanding the issuance of that order, unless otherwise provided for by the Commission.
- 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 Commission 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 on a prospective basis only unless otherwise provided for by the Commission. 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, unless otherwise provided for by the Commission.
- 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 Commission order became effective, either Party may still give a Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 1.7 The Parties acknowledge that, the California Public Utilities Commission ("CPUC") established rates for certain Unbundled Network Elements ("UNE") in the Open Architecture Network And Design ("OANAD") Proceeding. The Parties further acknowledge that the CPUC established certain UNE rates in D. 99-011-50, some of which were subsequently modified by the CPUC's decisions in D. 02-05-042, D. 02-09-052 and D. 03-07-023. Pursuant to the terms of D. 02-05-042, D. 02-09-052, and D. 03-07-023, certain UNE rates were modified on an interim basis and are subject to retroactive true up pending a final decision by the CPUC in its Proceeding No. A. 01-02-024/A.01-02-035, *et. seq.*, approving final recurring rates in the 2001/2002 Consolidated UNE Reexamination Proceeding ("2001/2002 UNE Reexamination Proceeding"). Other UNE rates, including non-recurring rates, are final (*i.e.*, non-interim) rates which may be subject to modification but not subject to true-up. Unless otherwise provided by the CPUC, all interim and final UNE rates set forth in this Agreement shall be automatically replaced and superseded by the final rates established by the CPUC as of the implementation date established by the Commission's decision in the 2001/2002 UNE Reexamination Proceeding, subject to any appeals and associated review.
- 1.8 Notice to Adopting CLECs
- Notwithstanding anything to the contrary in this Appendix and Agreement including, 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 CALIFORNIA** 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.

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

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
B	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
C	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1

1.10 **SBC CALIFORNIA**'s obligation to provide Interconnection, Lawful 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 CALIFORNIA** 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 CALIFORNIA** 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:

- 1.10.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC CALIFORNIA**'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 CALIFORNIA**'s current generic contract rate for the Product or Service, set forth in **SBC CALIFORNIA**'s applicable state-specific generic pricing schedule as published on **SBC CALIFORNIA**'s CLEC website; or
- 1.10.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.10.1, above, and **SBC CALIFORNIA** 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 1.10.

1.11 Establishment of "TBD" Rates

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 CALIFORNIA** for that Product or Service and incorporated into **SBC CALIFORNIA**'s current state-specific generic pricing schedule as published on **SBC CALIFORNIA**'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 CALIFORNIA** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission

action. SBC CALIFORNIA 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 CALIFORNIA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.11.1 SBC CALIFORNIA'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 CALIFORNIA's right to charge and collect payment for such Products and/or Services.

## 2. BILLING TIMELINES

- 2.1 All prices for 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 CALIFORNIA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for MRCs and NRCs adopted by the CPUC subsequent to the effective date of this agreement may take a substantial period of time from the date of the final order 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 CALIFORNIA 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 CALIFORNIA shall bill at the prices SBC CALIFORNIA is currently billing one (1) or more of its other CLEC End Users that, in SBC CALIFORNIA'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 CALIFORNIA 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 (UNE), Other, Resale, Other (Resale), 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 Network Elements provided under the Bona Fide Request (BFR) 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. CLEC shall pay for all usage on such completed calls until such time as SBC CALIFORNIA is able to bill on a per attempt basis.
- 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 CALIFORNIA 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 CALIFORNIA** 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. NONRECURRING CHARGES**

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each Lawful UNE on the first connection on a CLEC order as well as separate nonrecurring 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 or adds new service, an End User's existing service, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges (Service Order Charges and Channel Charges) shall apply for each service request processed by **SBC CALIFORNIA**, including but not limited to the following:
- 4.4.1 Installation (Service Order Connect Charge and Channel Connect Charge);
  - 4.4.2 Disconnection (Service Order Disconnect Charge and Channel Disconnect Charge);
  - 4.4.3 Rearrangement/modification (Service Order Change Charge and Channel Change Charge);
  - 4.4.4 Record Order (Service Order Record Charge and Channel Record Charge).
- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **SBC CALIFORNIA**'s Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

#### **5. BILLING**

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

Notes	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<b><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i></b>												
<b>CROSS CONNECT</b>												
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX15	\$0.16	MOX18	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX15	\$0.00	MOX18	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08		\$3.29		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81		\$0.81		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX82	\$0.16	MOX96	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX5O, HOX5O	\$3.29	XOX52, HOX52	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	MOX5O	\$0.16	MOX52	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX5O, HOX5O	\$0.81	XOX52, HOX52	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
<b>MULTIPLEXING</b>												
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00	\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00	\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00	\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00	\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
<b>INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRANSPORT</b>												
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00	\$42.48	HOCH3	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00	\$14.77	SOCH3	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00	\$0.00		\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00	\$42.48	HOCH3	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00	\$14.77	SOCH3	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00	\$0.00		\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00	\$0.00		\$57.35	\$29.97	\$0.00	\$0.00

Pacific Bell Telephone Company d/b/a SBC CALIFORNIA  
Non-Recurring  
May 16, 2005

APPENDIX PRICING  
SBC CA/SPECTROTTEL, INC.

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<b><u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</u></b>													
LINK	/1/												
4 WIRE - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL ( MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL ( MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL ( MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL ( MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE))	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	\$63.06		\$49.90		\$53.09		\$47.50		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09		\$21.57		\$24.00		\$19.61		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.67	\$5.68	\$0.00	\$0.00
PBX LINK - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
PBX LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - INITIAL ( MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX08	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX08	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX08	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - ADDITIONAL ( MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX08	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX08	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX08	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	/1/	\$72.75	HOX32	\$44.91	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$67.25	\$35.81	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	/1/	\$46.65	XOX32	\$18.81	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$67.25	\$35.81	\$0.00	\$0.00



Pacific Bell Telephone Company d/b/a SBC CALIFORNIA  
Non-Recurring  
May 16, 2005

APPENDIX PRICING  
SBC CA/SPECTROTREL, INC.

	Notes	NON-RECURRING											
		Service Order						Channel					
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<b><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i></b>													
DS3 Loop - INITIAL (Mechanized))	/1/	\$0.73	MOX32	\$0.73	MOX34	\$0.00		\$0.00		\$67.25	\$35.81	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	/1/	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$57.35	\$29.97	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	/1/	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$57.35	\$29.97	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
<b>DSL CAPABLE LOOPS:</b>													
<b>2-Wire Digital Loop ISDN/IDSL</b>													
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.68	\$0.00	\$0.00
<b>2-Wire xDSL Loop</b>													
<b>PSD #1 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
<b>PSD #2 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
<b>PSD #3 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
<b>PSD #4 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
<b>PSD #5 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
<b>PSD #7 - 2-Wire xDSL Loop</b>													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
<b>4-Wire xDSL Loop</b>													

Pacific Bell Telephone Company d/b/a SBC CALIFORNIA  
Non-Recurring  
May 16, 2005

APPENDIX PRICING  
SBC CA/SPECTROTEL, INC.

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<b><u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</u></b>													
PSD #3 - 4-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
<b>NETWORK INTERFACE DEVICE (NID)</b>													
NID TO NID CROSSCONNECT - SIMPLE ( MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX))	/1/	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX )	/1/	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX -	/1/	\$0.00	HCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - )	/1/	\$0.00	PCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

			Notes	Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		Recurring	"@" INDICATES TO REFER	
				and/or Resale	TO THE NONRECURRING	
				Discount %	PRICE SHEET FOR RATES	
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.						
NETWORK ELEMENTS						
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)			NRC Initial	NRC Additional
NID Interface		NID to NID Crossconnect	/2/	NRO	@	@
NID Premise Visit		NID to NID Crossconnect	/2/	NRO	@	@
LOOPS		LINKS				
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 9.48	@	@
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 12.79	@	@
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 26.43	@	@
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 11.73	@	@
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$ 20.15	@	@
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$ 24.38	@	@
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$ 36.41	@	@
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$ 22.41	@	@
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	\$ 3.06	@	@
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 9.98	@	@
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 13.34	@	@
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 27.01	@	@
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 12.25	@	@
DS1 Loop Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 48.67	@	@
DS1 Loop Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 63.19	@	@
DS1 Loop Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 102.76	@	@
DS1 Loop Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 56.57	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.52	@	@
DS3 Loop						
Zone 1	U4D3X		/2/	\$ 474.73	@	@
Zone 2	U4D3X		/2/	\$ 702.79	@	@
Zone 3	U4D3X		/2/	\$ 1,388.30	@	@
Statewide	U4D3X		/2/	\$ 563.73	@	@
IDSL Capable Loop Option						
Zone 1		Basic - 2 Wire + ISDN Option	/2/	\$ 9.98	@	@
Zone 2		Basic - 2 Wire + ISDN Option	/2/	\$ 13.34	@	@
Zone 3		Basic - 2 Wire + ISDN Option	/2/	\$ 27.01	@	@
Statewide		Basic - 2 Wire + ISDN Option	/2/	\$ 12.25	@	@
DSL Capable Loops:						
2-Wire xDSL Loop						
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	N/A	/2/	\$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	N/A	/2/	\$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	N/A	/2/	\$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	N/A	/2/	\$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	N/A	/2/	\$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	N/A	/2/	\$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	N/A	/2/	\$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	N/A	/2/	\$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	N/A	/2/	\$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	N/A	/2/	\$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	N/A	/2/	\$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	N/A	/2/	\$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	N/A	/2/	\$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	N/A	/2/	\$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	N/A	/2/	\$ 26.43	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	N/A	/2/	\$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	N/A	/2/	\$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	N/A	/2/	\$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	N/A	/2/	\$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	N/A	/2/	\$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	N/A	/2/	\$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	N/A	/2/	\$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	N/A	/2/	\$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	N/A	/2/	\$ 11.73	@	@
4-Wire xDSL Loop						
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	N/A	/2/	\$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	N/A	/2/	\$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	N/A	/2/	\$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	N/A	/2/	\$ 22.41	@	@
LST						
LST performed on CODSLAM Loop	URCLD	N/A		N/A	\$203.04	N/A
LST performed on Sub Loop	URCLB	N/A		N/A	\$176.71	N/A
Loop Qualification Process						
Loop Qualification Process - Mechanized	NR98U	N/A		N/A	\$0.00	N/A
Loop Qualification Process - Manual	NRBXU	N/A		N/A	TBD	N/A

			Notes	Monthly	NRC Initial	NRC Additional
				Recurring	"@" INDICATES TO REFER	
GENERIC TERMINOLOGY				and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES		
DSL Conditioning Options						
	Removal of Repeaters	NRBXV	N/A	N/A	\$ 246.30	\$ 21.17
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	N/A	N/A	\$ 246.30	\$ 21.17
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A	N/A	\$ 81.06	\$ 21.17
	Removal of Bridged Taps and Repeaters	NRBXH	N/A	N/A	\$ 787.66	\$ 56.06
	Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NR8TV	N/A	N/A	\$ 506.31	\$ 38.61
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NR8TW	N/A	N/A	\$ 177.15	\$ 38.61
	Removal of Bridged Taps	NRBXW	N/A	N/A	\$ 588.17	\$ 34.89
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A	N/A	\$ 294.08	\$ 17.44
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A	N/A	\$ 96.10	\$ 17.44
	Removal of Bridged Taps and Load Coils	NRBXF	N/A	N/A	\$ 1,321.41	\$ 64.10
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A	N/A	\$ 534.25	\$ 26.78
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A	N/A	\$ 197.66	\$ 26.78
	Removal of Load Coils	NRBXZ	N/A	N/A	\$ 780.05	\$ 29.22
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	N/A	\$ 260.02	\$ 9.34
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	N/A	\$ 101.56	\$ 9.34
Remove All Bridged Tap (RABT) - MMP						
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A	N/A	\$ 295.60	
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	N/A	\$ 765.21	
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A	N/A	\$ 295.60	
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A	N/A	\$ 295.60	
SUB-LOOPS						NRC
ECS to SAI sub-loop						
	2 Wire Analog	U6LSA	N/A	\$ 0.89	N/A	N/A
	4 Wire Analog	U6LSA	N/A	\$ 5.73	N/A	N/A
	2 Wire DSL	U6LSA	N/A	\$ 0.89	N/A	N/A
	4 Wire DSL	U6LSA	N/A	\$ 5.73	N/A	N/A
ECS to Terminal sub-loop						
	2 Wire Analog	U6LSB	N/A	\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSB	N/A	\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSB	N/A	\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSB	N/A	\$ 13.08	N/A	N/A
ECS to NID sub-loop						
	2 Wire Analog	U6LSC	N/A	\$ 6.67	N/A	N/A
	4 Wire Analog	U6LSC	N/A	\$ 19.52	N/A	N/A
	2 Wire DSL	U6LSC	N/A	\$ 6.67	N/A	N/A
	4 Wire DSL	U6LSC	N/A	\$ 19.52	N/A	N/A
SAI to Terminal sub-loop						
	2 Wire Analog	U6LSS	N/A	\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSS	N/A	\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSS	N/A	\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSS	N/A	\$ 13.08	N/A	N/A
SAI to NID sub-loop						
	2 Wire Analog	U6LST	N/A	\$ 6.67	N/A	N/A
	4 Wire Analog	U6LST	N/A	\$ 19.52	N/A	N/A
	2 Wire DSL	U6LST	N/A	\$ 6.67	N/A	N/A
	4 Wire DSL	U6LST	N/A	\$ 19.52	N/A	N/A
Terminal to NID sub-loop						
	2 Wire Analog	U6LSU	N/A	\$ 2.96	N/A	N/A
	4 Wire Analog	U6LSU	N/A	\$ 8.25	N/A	N/A
	2 Wire DSL	U6LSU	N/A	\$ 2.96	N/A	N/A
	4 Wire DSL	U6LSU	N/A	\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges						NRC
2-Wire DSL - Simple					NRC Initial	Additional
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A	N/A	\$ 247.58	\$ 64.64
	Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A	N/A	\$ 182.41	\$ 64.64
	Crossconnects, per line - (MECHANIZED)	UCSC3	N/A	N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A	N/A	\$ 250.32	\$ 56.45
	Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A	N/A	\$ 185.15	\$ 56.45
	Crossconnects, per line - (MECHANIZED)	UCSC6	N/A	N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A	N/A	\$ 332.25	\$ 97.04
	Crossconnects, per line - (CESAR/LEX)	UCNC2	N/A	N/A	\$ 267.07	\$ 97.04
	Crossconnects, per line - (MECHANIZED)	UCNC3	N/A	N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex						
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A	N/A	\$ 310.64	\$ 69.07
	Crossconnects, per line - (CESAR/LEX)	UCNC5	N/A	N/A	\$ 245.47	\$ 69.07
	Crossconnects, per line - (MECHANIZED)	UCNC6	N/A	N/A	\$ 180.23	\$ 60.59
4-Wire Analog - Simple						
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A	N/A	\$ 332.25	\$ 97.04

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

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 201.84	\$ 88.55
4-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	\$ 220.49	\$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 180.23	\$ 60.59
DS1 Copper - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 362.76	\$ 142.02
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	\$ 302.57	\$ 142.02
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 223.55	\$ 132.66
DS1 Copper - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 318.69	\$ 90.56
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	\$ 258.50	\$ 90.56
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 179.48	\$ 81.19
DS1 Fiber - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 385.22	\$ 162.72
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	\$ 325.03	\$ 162.72
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 246.01	\$ 153.36
DS1 Fiber - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 321.17	\$ 91.28
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	\$ 260.98	\$ 91.28
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 181.96	\$ 81.91
DS3 - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 394.29	\$ 167.21
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	\$ 334.10	\$ 167.21
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 255.08	\$ 157.84
DS3 - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 321.46	\$ 91.57
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	\$ 261.27	\$ 91.57
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 182.25	\$ 82.20
<b>Interoffice Transport</b>		<b>Dedicated Transport</b>				
DS-1						
Fixed Mileage	1L5UB	Fixed Mileage	/2/	\$ 31.62	@	@
Variable Mileage		Variable Mileage per Mile	/2/	\$ 1.84	@	@
DS-3	1L5UB	Dedicated Transport DS-3				
Fixed Mileage		Fixed Mileage	/2/	\$ 369.16	@	@
Variable Mileage		Variable Mileage per Mile	/2/	\$ 35.72	@	@
<b>MULTIPLEXING</b>						
DS-1/DS-0 MUX	MQ1UB	DS0/DS1	/2/	\$ 255.54	@	@
DS-3/DS-1 MUX	MQ3UB	DS1/DS3	/2/	\$ 287.85	@	@
<b>Dark Fiber</b>		<b>Dark Fiber</b>				
Dark Fiber -Interoffice per strand	ULY4X	N/A	/2/	\$ 10.92	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	ULJAA, ULJAB	N/A	/2/	\$ 0.00	N/A	N/A
Dark Fiber Cross Connect - Interoffice	UKCJX	N/A	/2/	\$ 6.74	\$ 126.59	\$ 126.59
Dark Fiber - Interoffice Inquiry	NR9D6	N/A	/2/	N/A	\$ 371.80	\$ 371.80
<b>Routine Modifications</b>						
Routine Modifications to Existing Facilities	N3RUE	N/A		N/A	ICB	
<b>Expanded Interconnection Service Cross Connect (EISCC)</b>						
<b>Voice Grade/ISDN</b>						
EISCC	CCDSO, AEE1S		/2/	\$ 0.40	@	@
Jack Panel	CCJAP		/2/	\$ 1.65	@	@
<b>DS0</b>						
EISCC	C2CB4		/2/	\$ 24.78	@	@
Jack Panel	CCJAP		/2/	\$ 5.32	@	@
<b>DS1</b>						
EISCC			/2/	\$ 16.02	@	@
Jack Panel	CDS1U		/2/	\$ 2.31	@	@
Repeater	CCJAP		/2/	\$ 23.47	@	@
<b>DS3</b>						
EISCC	CDS3U		/2/	\$ 45.68	@	@
Jack Panel	CCJAP		/2/	\$ 25.77	@	@
Repeater			/2/	\$ 101.19	@	@
<b>OTHER</b>						
<b>Directory Assistance</b>					<b>NRC Initial</b>	<b>NRC Additional</b>
Directory Assistance Rate Per Call				\$ 0.37		
Express Call Completion						
Rate per call				\$ 0.15		
Call Completion LATA Wide - Per MOU				\$ 0.00		
Directory Assistance (nationwide listing service)						
Rate per call				\$ 0.82		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)	BRAND			N/A	\$ 1,800.00	
Directory Assistance -Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
Directory Assisatance Listing Information Services				See Tariff	Category III Services Section D-5	
<b>Operator Services</b>						
Fully Automated Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00		
Rate per completed automated call				\$ 0.15		
Operator - Assisted Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00		
Operator Assisted Call Processing (Per work second)				\$ 0.03		

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)	BRAND			N/A	\$ 1,800.00	
Operator Services-Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
<b>OA/DA Trunks</b>						
Trunk Installation per trunk	TPP6X, TPP9X			N/A	\$ 500.00	\$ 184.00
<b>BLV/I Trunks</b>						
Trunk Installation per trunk	TPP6X, TPP9X			N/A	\$ 500.00	\$ 184.00
<b>Ancillary Equipment</b>						
<b>Analog Bridging</b>						
Master Leg Plug 2-wire	ABPM2			\$ 14.10	\$24.60	
Master Leg Plug 4 wire	ABPM4			\$ 14.10	\$24.60	
2-wire Analog Bridge Plug				\$ 13.50	\$24.60	
4-wire Analog Bridge Plug				\$ 12.85	\$24.60	
<b>Program Audio Bridging</b>						
Program Audio Bridge	PAB			\$ 85.60	\$172.00	
<b>Diverse Routing</b>						
DS1 per point of termination				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(W/O Terminal Equip.)				See Tariff (FCC #1 Section 6)		
<b>DAL</b>				Refer to California PUC D-5 for		
<b>Migration charge/NXX</b>				N/A	\$10,000.00	
<b>Message Exchange</b>						
ME 3rd Party Host--Facility CLEC						
CLEC Billing Charge (per message)				\$ 0.05	N/A	
SBC California Billing Charge (per message)				\$ 0.05		
SBC California Settlement Charge (per message)				\$ 0.02	N/A	
ME PB Host--Facility CLEC						
Set-Up Charge					\$8,500.00	
SBC California Monthly Charge				\$ 1,200.00		
SBC California Message Processing Rate (per message)				\$ 0.01		
SBC California Replacement Tape Fee (per tape)				\$ 50.00		
SBC California 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-P CLEC						
CLEC Billing Charge (per message)				\$ 0.05	N/A	
SBC California Settlement Charge (per message)				\$ 0.16		
ME PB Host--Resale/UNE CLEC						
Set-Up Charge					\$4,250.00	
SBC California Monthly Charge				\$ 600.00		
SBC California Message Processing Rate (per message)				\$ 0.01		
SBC California Message Packaging Rate (per message)				\$ 0.01		
SBC California Replacement Tape Fee (per tape)				\$ 50.00		
SBC California Consulting/Training Fee (per hour)				\$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				\$ 0.05		
<b>LNP Surcharge</b>				See Tariff (FCC #1)		
<b>Pole and Duct (Structure)</b>				Annual		
Poles (\$/attachment/yr.)*##				\$ 5.34	Non recurring	
Per Foot Conduit Occupancy Fees##						
Inner Duct (\$/ft/yr.)				\$ 0.54		
Full Duct (\$/ft/yr)				\$ 1.08		
Contract Administration Fee					Non recurring	
Administrative Record-Keeping Fee					\$ 125.00	
Unauthorized Attachment Fee					\$500 per Pole	
Unauthorized Occupancy Fee					\$500 per Manhole	
*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 attachment's presence.						
## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.						
New rates will be communicated to CLEC no later than November 1st for the succeeding year.						
<b>INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION</b>				USAGE		
<b>End Office Local Termination - Interoffice Terminating</b>						
Set up charge, per call			/2/	\$ 0.001448		
Duration charge, per MOU			/2/	\$ 0.001360		
<b>Tandem Switching - Shared Transport</b>						
Setup per Call			/2/	\$ 0.000453		
Setup per Completed Message			/2/	\$ 0.000629		
Holding Time per MOU			/2/	\$ 0.000453		

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
<b>Switch Transport Common</b>						
Fixed Mileage			/2/	\$ 0.001251		
Variable			/2/	\$ 0.000021		
<b>Rate for Presumed ISP-Bound Traffic as per FCC 01-131, per MOU</b>				\$ 0.000700		
<b>RESALE</b>				<b>Resale Discounts</b>		
				<b>Recurring</b>	<b>Non recurring</b>	
<b>LOCAL EXCHANGE SERVICE</b>						
Individual Line Measured Rate Residence Service				17%	17%	
Individual Line Measured Rate Business Service				17%	17%	
Individual Line Flat Rate Residence Service				17%	17%	
Farmer Line Service				17%	17%	
<b>LOCAL USAGE, ZUM, and EAS</b>						
<b>VERTICAL SERVICES</b>						
Three Way Calling				17%	17%	
Call Forwarding				17%	17%	
Busy Call Forwarding				17%	17%	
Delayed Call Forwarding				17%	17%	
Remote Access to Call Forwarding				17%	17%	
Call Screen				17%	17%	
Select Call Forwarding				17%	17%	
Priority Ringing				17%	17%	
Repeat Dialing				17%	17%	
Call Return				17%	17%	
Caller ID				17%	17%	
Call Waiting				17%	17%	
Speed Calling - 8 code capacity				17%	17%	
Speed Calling - 30 code capacity				17%	17%	
Intercom				17%	17%	
Intercom Plus				17%	17%	
Call Trace				17%	17%	
Caller ID on Analog Centrex-Like Lines				17%	17%	
Caller ID on PBX Lines				17%	17%	
Caller ID on Dedicated Custom 8 Service				17%	17%	
Direct Connect				17%	17%	
Usage Sensitive Custom Calling Services				17%	17%	
Premiere Communications Systems - Resale				17%	17%	
Remote Call Forwarding				17%	17%	
Direct Connect				17%	17%	
<b>CENTREX-LIKE</b>						
Hunting Service				17%	17%	
Airport Intercommunicating Service				17%	17%	
Central Office Electronic Tandem Switching				17%	17%	
Centrex-Like ISDN				17%	17%	
<b>ISDN</b>						
ISDN- BRI				17%	17%	
Primary Rate ISDN (PRI)				17%	17%	
Personal ISDN				17%	17%	
Centrex-Like ISDN						
<b>TOLL</b>						
Local Plus (Intralata Toll)				17%	17%	
Two-Point Message Telecommunications Service (Local Toll)				17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)				17%	17%	
Dedicated Access Line				17%	17%	
Custom 8 Digital Data				17%	17%	
EASY 8 Toll Free Service				17%	17%	
Easy 8 Digital Data				17%	17%	
Easy 8 Directory Assistance Listing				17%	17%	
California 976				17%	17%	
California 900				17%	17%	
Information Services Call Blocking				17%	17%	
<b>OPTIONAL TOLL CALLING PLANS</b>						
Resale Residence Usage Discount- Direct Discount				17%	17%	
Resale Residence Usage Discount- Service Area				17%	17%	
Resale Residence Usage Discount- Community				17%	17%	
Resale Residence Usage Discount- Easy Saver				17%	17%	
Resale Residence Usage Discount- Saver 60				17%	17%	
Resale Residence Usage Discount- Saver Plus				17%	17%	
Resale Business Usage Discount- Direct Discount				17%	17%	
Resale Business Usage Discount- Plan 50				17%	17%	
Resale Business Usage Discount- Plan 1000				17%	17%	
Resale Business Usage Discount- Volume Discount				17%	17%	
Resale Business Usage Discount - Plus				17%	17%	
<b>DIRECTORY ASSISTANCE</b>						
Nationwide Listing Services (NLS)				17%	17%	
Express Call Completion				17%	17%	
CVN Service				17%	17%	
<b>TRUNKS</b>						
Flat Rate Trunk				17%	17%	
Trunk Line Service				17%	17%	
<b>Data Services</b>						
Gigabit Ethernet Metropolitan Area Network (GigaMAN )				17%	17%	
PBX Trunks				17%	17%	
Multit-Service Optical Network (MON )				17%	17%	
<b>OTHER</b>						
Number Retention Service				17%	17%	
Number Referral Service				17%	17%	
Number Services (Personalized TNs)				17%	17%	
Voice Based Information Services				17%	17%	
Promotional Pricing (90 days +)				17%	17%	

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Private Branch Exchange Services				17%	17%	
Short Duration Service				17%	17%	
Grandfathered Services				17%	17%	
Message Waiting Indicator (MWI++)				17%	17%	
Call Forwarding Busy Line				17%	17%	
Call Forwarding/ Don't Answer				17%	17%	
Call Forwarding Busy Line/ Don't Answer				17%	17%	
Foreign Exchange Service				17%	17%	
Foreign Prefix Service				17%	17%	
Off Premise Extensions				17%	17%	
Operator Services and Directory Assistance				17%	17%	
<b>TELEPHONE ANSWERING SERVICE</b>				17%	17%	
Secretarial Answering Service				17%	17%	
Occasional Service				17%	17%	
Concentrator- Identifier Service				17%	17%	
Answering Line Service				17%	17%	
<b>DIRECT INWARD DIALING SERVICE</b>				17%	17%	
Tie Line Service				17%	17%	
Interexchange Channel				17%	17%	
Directory Listings Alternate User Listings				17%	17%	
Business Individual Line Service				17%	17%	
Premium Subscriber Plan				17%	17%	
Premiere Subscriber Plan				17%	17%	
Power Distribution Alarm And Control System				17%	17%	
Custom Virtual Network				17%	17%	
WATS Service				17%	17%	
Basic Service Elements and						
Complementary Network Services				17%	17%	
Business Answering Lines				17%	17%	
Short Duration Service				17%	17%	
<b>OTHER (Resale)</b>						
<b>On products below, for discount, if any please see applicable tariff</b>						
Access Products				0%	0%	
Electronic Tandem Switching *				0%	0%	
Private Line Services				0%	0%	
Digital Data Over Voice				0%	0%	
Group Video				0%	0%	
High Voltage Protection				0%	0%	
Switched SMDS				0%	0%	
Switched 56				0%	0%	
All Broadband and Fast Packet Services				0%	0%	
* Pending CPUC approval of Advice Letter No. 18432						
Other Services				0%	0%	
Centrex-Like Number Retention Service				0%	0%	
Off-Premise Extension Service				0%	0%	
Promotions Exceeding 90 days				0%	0%	
Contract Plans				0%	0%	
Remote Call Forwarding				0%	0%	
COPT				0%	0%	
Labor/Network Rearrangements				0%	0%	
Visit Charge (Trouble Identification)				0%	0%	
Cable services All, IW				0%	0%	
Electronic Billing Information Data (daily usage) per message				\$ 0.003	N/A	
Fraud Alert Referral Usage per Alert Referral				\$ 11.10	\$ 700.00	
Repair Transfer Service (per subsequent change)						
Recorded Name Announcement				N/A	\$ 2,300.00	
800/888 Telephone Number				N/A	\$ 750.00	
Name Announcement & Telephone Number				N/A	\$ 2,400.00	
Slamming Investigation Fee				N/A	\$ 50.00	
Local disconnect Report (LDR) Per WTN				\$ 0.10	N/A	
Traffic Alert Referral Service Usage charge/alert				TBD	N/A	
End User Change Over (per billable telephone number)						
Business				\$ 5.81		
Residence				\$ 4.15		
Complex				\$ 5.81		
LNP Service Charge				\$ 0.34		
<b>Directory Assistance</b>					<b>NRC Initial</b>	<b>NRC Additional</b>
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				N/A	\$ 1,800.00	\$ 1,800.00
DA Services rate/ reference information						
Rate per initial load				N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change				N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change				N/A	\$ 2,200.00	\$ 1,000.00
<b>Operator Services</b>						
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				N/A	\$ 1,800.00	\$ 1,800.00
Operator Services rate/reference information						
Rate per initial load				N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change				N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change				N/A	\$ 2,200.00	\$ 1,000.00



GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
				Recurring	"@" INDICATES TO REFER	
				and/or Resale	TO THE NONRECURRING	
				Discount %	PRICE SHEET FOR RATES	
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>					
/2/	The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.					

## 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).

### 1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means SBC CALIFORNIA 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 **"California 900 Messages"** means 900 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a Customer Subscriber.
- 1.4 **"California 976 Messages"** means 976 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a Customer Subscriber.
- 1.5 **"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 billable to an end user in another Bellcore Client Company territory.
- 1.6 **"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 CALIFORNIA is a CMDS direct participant.
- 1.7 **"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 CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.8 **"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 CALIFORNIA.
- 1.9 **"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.
- 1.10 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.
- 1.11 **"Customer Third Number Billed Messages"** 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 CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.12 **"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.
- 1.13 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.14 “**SBC CALIFORNIA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC CALIFORNIA**, (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.
- 1.15 “**SBC CALIFORNIA Collect Messages**” means messages where the charges are billed to the called end user who is a **SBC CALIFORNIA** Subscriber and where the Transporting LEC is Customer.
- 1.16 “**SBC CALIFORNIA Non-CATS Messages**” means **SBC CALIFORNIA** Collect Messages, **SBC CALIFORNIA** Calling Card Messages and/or **SBC CALIFORNIA** Third Number Billed Messages as those terms are defined herein.
- 1.17 “**SBC CALIFORNIA Subscriber**” means an end user who has authorized **SBC CALIFORNIA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC CALIFORNIA**.
- 1.18 “**SBC CALIFORNIA Third Number Billed Messages**” means messages where (i) the charges are billed to a **SBC CALIFORNIA** 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.
- 1.19 “**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 CALIFORNIA**, (ii) the distribution and/or settlement of California 900/976 Messages and (iii) the settlement of **SBC CALIFORNIA** 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 CALIFORNIA** shall forward Customer Non-CATS Messages to Customer. **SBC CALIFORNIA** shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format 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 CALIFORNIA**. Customer shall inform **SBC CALIFORNIA** whether Customer is designating itself or an agent for receipt of Customer’s messages by completing **SBC CALIFORNIA**’s “Technical Requirements” packet. Thereafter, Customer may change its designation only by completing a new **SBC CALIFORNIA** “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 CALIFORNIA** and has informed **SBC CALIFORNIA** 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 record and forward to **SBC CALIFORNIA** all 900 and 976 calls transported by **SBC CALIFORNIA** pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a Customer Subscriber’s telephone number. The 900/976 messages shall be in unrated EMI industry

standard format and shall be exchanged at agreed upon intervals. **SBC CALIFORNIA** shall rate the 900/976 messages and forward to Customer all such messages billed to Customer Subscribers.

- 3.3 Customer shall forward **SBC CALIFORNIA** Non-CATS Messages to **SBC CALIFORNIA**. Customer shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to **SBC CALIFORNIA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.4 **SBC CALIFORNIA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **SBC CALIFORNIA** 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 CALIFORNIA** 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. Customer further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. **SBC CALIFORNIA** and Customer agree to work together to determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a Subscriber's line is suspected.
- 3.5 The exchange of message detail between **SBC CALIFORNIA** and Customer shall be based on any mutually acceptable medium.

#### 4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages and California 900/976 Messages billed to Customer Subscribers that **SBC CALIFORNIA** forwards to Customer, **SBC CALIFORNIA** shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- Customer Billing Charge

-----  
= Amount Due **SBC CALIFORNIA**

- 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 and California 900/976 Messages means the total computed charges for Customer Non-CATS Messages and California 900/976 Message based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages and California 900/976 Messages that failed to pass the edits within the CMDS system and were returned to **SBC CALIFORNIA**.
- 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages and California 900/976 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 CALIFORNIA** through CMDS.
- 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a Customer Subscriber but which Customer adjusts off the Subscriber's bill consistent with the allowable adjustments set forth in **SBC CALIFORNIA**'s Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to **SBC CALIFORNIA** on the next scheduled CMDS transmission following the issuance of the adjustment to the Subscriber and shall be in EMI industry standard format. Customer acknowledges that **SBC CALIFORNIA** shall be recouping all such Recharges to the underlying provider of the information service being adjusted. Customer agrees to reasonably cooperate with **SBC CALIFORNIA** in response to requests from the underlying information provider for additional information concerning an adjustment issued by the Customer.

- 4.2.5 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages and California 900/976 Messages forwarded by **SBC CALIFORNIA**.
- 4.3 For **SBC CALIFORNIA** Non-CATS messages billed to **SBC CALIFORNIA** Subscribers that Customer forwards to **SBC CALIFORNIA**, Customer shall calculate the amount due based on the following formula:
- Rated Value of **SBC CALIFORNIA** Non-CATS Messages
- Unbillable Messages
  - Unratable California 900/976 Messages
  - **SBC CALIFORNIA** 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 CALIFORNIA** Non-CATS Messages means the total computed charges for **SBC CALIFORNIA** Non-CATS Messages based on Customer's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of **SBC CALIFORNIA** Non-CATS Messages that were not billable to a **SBC CALIFORNIA** Subscriber because of missing information in the billing record or other billing error, not the result of an error by **SBC CALIFORNIA**, that are returned by **SBC CALIFORNIA** in a timely fashion to Customer's CMDS Host.
- 4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a Customer Subscriber's Telephone Number that (i) Customer fails to record and/or transmit to **SBC CALIFORNIA** or (ii) **SBC CALIFORNIA** cannot rate because of missing or inaccurate information in the unrated billing record due to an error by Customer. The Parties agree to exercise good faith efforts to estimate the value of such messages within 30 days of discovery of the unratable condition.
- 4.4.4 **SBC CALIFORNIA** Billing Charge means the **SBC CALIFORNIA** per message billing rate, as set forth in Exhibit A, times the number of **SBC CALIFORNIA** Non-CATS Messages received by **SBC CALIFORNIA**.
- 4.5 Within 15 business days following the end of each calendar month, **SBC CALIFORNIA** shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:
- Customer Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by **SBC CALIFORNIA**;
  - Customer Non-CATS Messages and California 900/976 (by number and associated rated value) returned to **SBC CALIFORNIA** as Rejected, Unbillable Messages or Recharges;
  - Amount Due **SBC CALIFORNIA**, 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 CALIFORNIA** 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 CALIFORNIA** 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
<u>SBC CALIFORNIA</u> Billing Charge	\$.05 per message

**EXHIBIT B****Billed By Company (e.g. XYZ)****NON-CMDS OUTCOLLECTS****(LC46 Report)****OCN:-----****Effective 3/1**

	INTERSTATE				INTRASTATE			
	INTRA # Msgs.	\$'s	INTER # Msgs.	\$'s	INTRA # Msgs.	\$'s	INTER # Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$ .50)				(\$ 50.00)		(\$ .50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$ .26		\$ .11		\$ 10.32		\$ .29
Total		\$52.26		\$ .11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	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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## 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 CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **SBC CALIFORNIA**’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 CALIFORNIA** 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, performance payments, and related provisions ordered by the California Public Utilities Commission in R.97-10-016 and I.97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in **SBC CALIFORNIA** ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for **SBC CALIFORNIA**. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.
- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC CALIFORNIA** shall not be obligated to make any 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 Bureau Provider acting on behalf of the CLEC for connection to **SBC CALIFORNIA**’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

## **APPENDIX PRICING (CONNECTICUT)**

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## APPENDIX PRICING (CONNECTICUT)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and 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 CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SBC CONNECTICUT** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Non-Interim Rates. Non-Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
  - 1.5.1 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 (a) not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 or (b) not specifically excluded from treatment under this Section 1.5.1, or (c) 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 1.5.1.1 and 1.5.1.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.5.1.1 and 1.5.1.3, 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:

- 1.5.1.1 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 CONNECTICUT 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.
  - 1.5.1.2 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.
  - 1.5.1.3 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.
  - 1.5.1.4 In the event the terms and conditions of this Section 1.5 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 1.5) 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 1.5.
- 1.6 Interim Rates. Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
- 1.6.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Any interim rates included in this Agreement that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 shall be considered 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 CONNECTICUT 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.

- 1.6.2 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 CONNECTICUT** 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.
- 1.6.3 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.
- 1.6.4 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.
- 1.6.5 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 CONNECTICUT** 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 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.

- 1.9 **SBC CONNECTICUT**'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, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, **SBC CONNECTICUT** 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 CONNECTICUT** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, 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 CONNECTICUT**'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 CONNECTICUT**'s current generic contract rate for the Product or Service set forth in **SBC CONNECTICUT**'s applicable state-specific generic pricing schedule as published on **SBC CONNECTICUT**'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 CONNECTICUT** 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 CONNECTICUT**'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 CONNECTICUT**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD"

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 CONNECTICUT** for that Product or Service and incorporated into **SBC CONNECTICUT**'s current state-specific generic pricing schedule as published on **SBC CONNECTICUT**'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 CONNECTICUT** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC CONNECTICUT** 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 CONNECTICUT shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.10.1 SBC CONNECTICUT'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 CONNECTICUT's right to charge and collect payment for such Products and/or Services.

THE SOUTHERN NEW ENGLAND TEL CO  
CONNECTICUT  
Sept 16, 2005

APPENDIX PRICING  
**SBC CONNECTICUT**/SPECTROTTEL, INC.

CONNECTICUT		SBC CONNECTICUT RECURRING		SBC CONNECTICUT RECURRING		NON-
		Monthly		Initial	Additional	
<b>Directory Assistance</b>						
**	Service Setup Charge		QUANTITY			
	Two years or great term	NA	OF	\$2,500.00	\$1,500.00	
	Less than two year term	NA	UNITS	\$3,000.00	\$1,500.00	
**	Directory Assistance Charge					
	Without Call Completion	\$0.40		NA	NA	
	With Call Completion	\$0.45		NA	NA	
	Customized Branding	NA		\$5,000.00	\$5,000.00	
<b>Toll and Assistance Service</b>						
**	Service Setup Charge					
	Two years or great term	NA		\$2,500.00	\$1,500.00	
	Less than two year term	NA		\$3,000.00	\$1,500.00	
**	Toll and Assistance	\$0.40		NA	NA	
	Customized Branding	NA		\$9,500.00	\$9,500.00	
<b>Intercarrier Compensation</b>						
<b>End Office Local Termination</b>						
	Set up charge, per call	\$	0.000423			
	Duration charge, per MOU	\$	0.002687			
<b>Tandem Served</b>						
	Set up charge, per call	\$	0.000497			
	Duration charge, per MOU	\$	0.004337			
<b>ROW - POLES, CONDUIT AND DUCTS</b>		New				
AGREEMENT ESTABLISHMENT FEE					\$650.00	
<b>POLE ATTACHMENTS</b>						
	Pole Attachment Telecommunication License Fee - Per Pole, Per Year*##			\$7.30		
	Third Party Overlash Fee - Per Pole, Per Year*##			\$5.84		
	Application Fee					
	Per Application				\$150.00	
	Per Pole				\$50.00	
	Unauthorized Attachment/Overlapping Fee - Per Pole				\$50.00	
	Non-Conforming Construction/Shifting Fee - Per Pole				\$50.00	
	Make-Ready Work Charges				ICB	
	Rearrangement/Shifting Fee				ICB	
	Periodic Inspection Fee				ICB	
<b>CONDUITS AND DUCTS</b>						
	Underground Path License Fee -Per Duct Foot of 1.1" Outside Diameter	\$0.08				
	Innerduct					
	Manhole Lateral Installation Fee - Per Duct				\$1,000.00	
	Application Fee - Per Span or Fixed, Whichever is Greater					
	Per Span or Section				\$12.50	
	Fixed				\$	150.00
	Unauthorized Occupancy Fee - Per Foot, Per Day				\$	50.00
	Non-Conforming Construction/Rearrangement Fee					
	Per Span/Section, Per Day				\$	50.00
	Per Foot Conduit Occupancy Fees ##					
	Full Duct (\$/ft.yr.)	\$0.96				
	Half Duct (\$/ft.yr.)	\$0.48				
	Make-Ready Work Charges				ICB	
	* For(1) each one foot of usable space, or fraction thereof, occupeid and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.					
	New rates will be communicated to CLEC no later than November 1st for the succeeding year.					
<b>Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.</b>						
<b>UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut Access Services Tariff, Section 18.</b>						
<b>** These charges only apply when CLEC utilizes SBC CONECTICUT's Operator Services for CLEC's switch-based end users. For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services Tariff, Section 18.</b>						

# **APPENDIX PERFORMANCE MEASUREMENTS**

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## APPENDIX PERFORMANCE MEASUREMENTS CONNECTICUT

### 1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns The Southern New England Telephone Company d/b/a SBC Connecticut.
- 1.2 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.3 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.
- 1.4 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 **SBC CONNECTICUT** 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.

### 2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC CONNECTICUT**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

### 3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
  - 3.1.1 Performance Criteria
    - 3.1.1.1 The target level of **SBC CONNECTICUT**'s performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC CONNECTICUT** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC CONNECTICUT** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
    - 3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
  - 3.1.2 Performance Measures
    - 3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.
  - 3.1.3 Non-compliance
    - 3.1.3.1 The failure by **SBC CONNECTICUT** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

#### 4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to SBC CONNECTICUT at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, SBC CONNECTICUT agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

#### 5. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC CONNECTICUT to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

#### 6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when SBC CONNECTICUT delivers non-compliant performance as defined in 3.1.3. In no event shall SBC CONNECTICUT be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or Lawful unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be  $(10-8)*\$500 + \$2,500 = \$3,500$ . If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

#### 7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 7.1 SBC CONNECTICUT and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each SBC CONNECTICUT and CLEC is greater than or equal to 30 for a given measurement.
- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for SBC CONNECTICUT or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

$M_{\text{ILEC}}$  = ILEC Average

$M_{\text{CLEC}}$  = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$\delta_{\text{ILEC}}^2$  = Calculated variance for ILEC.

$n_{\text{ILEC}}$  = number of observations or samples used in ILEC measurement

$n_{\text{CLEC}}$  = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

$P_{\text{ILEC}}$  = ILEC Proportion

$P_{\text{CLEC}}$  = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

$n_{\text{ILEC}}$  = number of observations or samples used in ILEC measurement

$n_{\text{CLEC}}$  = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that  $P_{\text{ILEC}} = 0$  (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability,  $P_{\text{FE}}$ , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If  $P_{\text{ILEC}} = 1$  (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} - P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} - P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that  $H_{\text{CLEC}} = 0$ , then  $P_{\text{FE}} = 1$  because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{\text{Rate}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

$H_{CLEC}$  = numerator for the CLEC

$H_{ILEC}$  = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

$D_{CLEC}$  = denominator for CLEC

$D_{ILEC}$  = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed ( i.e.,  $M_{CLEC} - M_{ILEC}$ ,  $P_{CLEC} - P_{ILEC}$ ).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$DIFF = M_{CLEC} - BM$

$M_{CLEC}$  = CLEC Average

$BM$  = Benchmark

$\delta_{DIFF} = \text{SQRT} [\delta^2_{CLEC} (1/n_{CLEC})]$

$\delta^2_{CLEC}$  = Calculated variance for CLEC.

$n_{CLEC}$  = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with  $n_{CLEC} - 1$  degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$K = PN$

$P$  = CLEC proportion

$N$  = number of observations or samples used in CLEC measurement

$B$  = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.



**8. TABLE OF CRITICAL VALUES**

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052

48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

## 9. LIMITATIONS

- 9.1 SBC CONNECTICUT will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a SBC CONNECTICUT performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 SBC CONNECTICUT 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 actions or events beyond SBC CONNECTICUT's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SBC CONNECTICUT or law; (iii) environmental events beyond SBC CONNECTICUT's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided SBC CONNECTICUT through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to SBC CONNECTICUT and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of SBC CONNECTICUT's compliance with the Performance Criteria, or (ii) only suspends SBC CONNECTICUT's ability to timely perform the activity, the applicable time frame in which SBC CONNECTICUT's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

## 10. RECORDS AND REPORTS

- 10.1 SBC CONNECTICUT will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 SBC CONNECTICUT will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate 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.
- 10.5 SBC CONNECTICUT will not pay liquidated damages in excess of the monthly maximum of \$.168 million. The threshold is based on the aggregate damages to all CLECs in Connecticut.

## 11. AUDITS

- 11.1 CLEC and SBC CONNECTICUT 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 Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then SBC CONNECTICUT will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing SBC CONNECTICUT 5 days advance written notice (including e-mail).
- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 CLEC will bear the expense of the mini-audits, unless SBC CONNECTICUT is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC CONNECTICUT will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

- Pre-Ordering/Ordering
- Provisioning
- Maintenance
- Interconnection
- Coordinated Conversions
- Collocation

## 12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or Lawful unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

### 13. PERFORMANCE MEASUREMENTS

- 13.1 SBC CONNECTICUT will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when SBC CONNECTICUT delivers non-compliant performance as defined in 3.1.3. SBC CONNECTICUT will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. SBC CONNECTICUT performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

### 14. RESERVATION OF RIGHTS

- 14.1 The offering made by SBC CONNECTICUT in this Agreement should not and cannot be interpreted to be a waiver of its right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

## **APPENDIX-PRICING (ILLINOIS)**

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## APPENDIX PRICING (ILLINOIS)

### 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 ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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:

Total Access Lines:

A

See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

B

See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

C

See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

- 1.9 **SBC ILLINOIS'** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** current generic contract rate for the Product or Service set forth in **SBC ILLINOIS** applicable state-specific generic pricing schedule as published on **SBC ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** for that Product or Service and incorporated into **SBC ILLINOIS** current state-specific generic pricing schedule as published on **SBC ILLINOIS** 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 ILLINOIS** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS** 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 ILLINOIS 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 ILLINOIS 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 ILLINOIS network, without any changes to SBC ILLINOIS' 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 ILLINOIS 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.

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

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTREL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
2		<b><u>NETWORK ELEMENTS</u></b>				
3		<b><u>Loops</u></b>				
4		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91		See NRC prices below
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40		See NRC prices below
6		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17		See NRC prices below
7		2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	\$ 12.38		See NRC prices below
8		2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	\$ 7.84		See NRC prices below
9		2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)	U2WXA	\$ 2.64		See NRC prices below
10		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71		See NRC prices below
11		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13		See NRC prices below
12		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11		See NRC prices below
13		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94		See NRC prices below
14		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28		See NRC prices below
15		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11		See NRC prices below
16		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62		See NRC prices below
17		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30		See NRC prices below
18		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24		See NRC prices below
19		Conditioning for dB Loss		N/A		See NRC prices below
20		4-Wire Analog - Rural (Access Area C)	U4XHC	\$ 34.97		See NRC prices below
21		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25		See NRC prices below
22		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27		See NRC prices below
23		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24		See NRC prices below
24		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76		See NRC prices below
25		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44		See NRC prices below
26		DS1 Loop - Rural (Access Area C)	4U1XC	\$ 53.82		See NRC prices below
27		DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 40.49		See NRC prices below
28		DS1 Loop - Metro (Access Area A)	4U1XA	\$ 27.72		See NRC prices below
29		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15		See NRC prices below
30		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76		See NRC prices below
31		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73		See NRC prices below
32		<b><u>DSL Capable Loops</u></b>				
33		<b><u>2-Wire xDSL Loop</u></b>				
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81		See NRC prices below
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57		See NRC prices below
36		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09		See NRC prices below
37						
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81		See NRC prices below
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57		See NRC prices below
40		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09		See NRC prices below
41						
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81		See NRC prices below
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57		See NRC prices below
44		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09		See NRC prices below
45						
46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.81		See NRC prices below
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57		See NRC prices below
48		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09		See NRC prices below
49						
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.81		See NRC prices below
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.57		See NRC prices below
52		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 5.09		See NRC prices below
53						
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.81		See NRC prices below
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.57		See NRC prices below
56		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 5.09		See NRC prices below
57		<b><u>4-Wire xDSL Loop</u></b>				
58		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 33.59		See NRC prices below
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.93		See NRC prices below
60		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 7.93		See NRC prices below
61		<b><u>IDSL Capable Loop</u></b>				
62		IDSL Loop Access Area C - Rural	UY5FC	\$ 22.24		See NRC prices below
63		IDSL Loop Access Area B - Suburban	UY5FB	\$ 17.76		See NRC prices below
64		IDSL Loop Access Area A - Metro	UY5FA	\$ 5.44		See NRC prices below
65						
66		LST				
67		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 237.74	
68		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 221.31	
69		<b><u>Loop Qualification Process</u></b>				
70		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
71		Loop Qualification Process - Manual per minute	NRBXU	N/A	\$0.00	N/A
72						
73		<b><u>DSL Conditioning Options</u></b>				
74		<b><u>DSL Conditioning Options - &gt;12KFT and &lt; 17.5KFT</u></b>				
75	**	Removal of Repeater Options - per element	NRBXV	N/A	\$21.49	N/A
76	**	Removal Excessive Bridged Tap Option - per element	NRBXW	N/A	\$14.00	N/A
77	**	Removal of Load Coil - per element	NRBXZ	N/A	\$14.08	N/A
78		<b><u>DSL Conditioning Options - &gt;17.5KFT in addition to the rates for &gt; 12KFT and &lt; 17.5KFT per element</u></b>				
79	**	Removal of Repeater Options - per element	NRBNL	N/A	\$21.49	N/A
80	**	Removal Excessive Bridged Tap Option - per element	NRBNK	N/A	\$14.00	N/A
81	**	Removal of Load Coil - per element	NRBNJ	N/A	\$14.08	N/A
82						
83		<b><u>Remove All or NON-Excessive Bridged Tap (RABT) - MMP</u></b>				
84		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$286.75	N/A
85		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$742.35	N/A
86		incremental	NRMRS	None	\$286.75	N/A
87		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$286.75	N/A
88						
89	1					
90	2	Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				

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

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April 5, 2005

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
91	3	Service Order - Initial (Connect) /2/	SEPUP	N/A		\$ 6.76	N/A
92	4	Service Order - (Disconnect) /2/	PENDING	N/A		\$ 6.36	N/A
93	5	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	N/A		\$6.76	N/A
94	6	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	N/A		\$5.78	N/A
95	7	Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/					
96	8	Line Connection (Initial) /2/	SEPUC	N/A		\$49.00	N/A
97	9	Line Connection (Additional) /2/	PENDING	N/A		\$33.92	N/A
98	10	Line Connection (Disconnect-Initial) /2/	PENDING	N/A		\$9.50	N/A
99	11	Line Connection (Disconnect-Additional) /2/	PENDING	N/A		\$7.03	N/A
100	12	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/		N/A			
101	13	Service Ordering -(DS1) - Administrative Charge (Connect) /2/	NR90R	N/A		\$10.64	N/A
102	14	Service Ordering -(DS1) - Administrative Charge (Disconnect) /2/	PENDING	N/A		\$8.60	N/A
103	15	Service Provisioning (DS1) (Connect + Disconnect) /1/					
104	16	Connection Initial	PENDING	N/A		\$200.75	N/A
105	17	Connection Additional	PENDING	N/A		\$100.57	N/A
106	18	Disconnection Initial	PENDING	N/A		\$7.49	N/A
107	19	Disconnection Additional	PENDING	N/A		\$5.83	N/A
108	20	Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)					
109	21	Connection Initial	NR90Y	N/A		\$ 10.64	N/A
110	22	Connection Additional	PENDING	N/A		\$ 8.60	N/A
111	23	Service Provisioning DS3 (Connect + Disconnect)					
112	24	Connection Initial	PENDING	N/A		\$84.49	N/A
113	25	Connection Additional	PENDING	N/A		\$28.79	N/A
114	26	Disconnection Initial	PENDING	N/A		\$7.68	N/A
115	27	Disconnection Additional	PENDING	N/A		\$6.02	N/A
116	28						
117	29						
118	30	<b>ECS to SAI sub-loop</b>					
119	31	2 Wire Analog - area A	PENDING	\$ 0.99		See NRC prices below	
120	32	2 Wire Analog - area B	PENDING	\$ 1.64		See NRC prices below	
121	33	2 Wire Analog - area C	PENDING	\$ 1.70		See NRC prices below	
122	34	4 Wire Analog - area A	PENDING	\$ 2.00		See NRC prices below	
123	35	4 Wire Analog - area B	PENDING	\$ 3.34		See NRC prices below	
124	36	4 Wire Analog - area C	PENDING	\$ 3.35		See NRC prices below	
125	37	2 Wire DSL - area A	PENDING	\$ 0.99		See NRC prices below	
126	38	2 Wire DSL - area B	PENDING	\$ 1.64		See NRC prices below	
127	39	2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below	
128	40	4 Wire DSL - area A	PENDING	\$ 2.00		See NRC prices below	
129	41	4 Wire DSL - area B	PENDING	\$ 3.34		See NRC prices below	
130	42	4 Wire DSL - area C	PENDING	\$ 3.35		See NRC prices below	
131	43	<b>ECS to Terminal sub-loop</b>					
132	44	2 Wire Analog - area A	PENDING	\$ 0.98		See NRC prices below	
133	45	2 Wire Analog - area B	PENDING	\$ 5.93		See NRC prices below	
134	46	2 Wire Analog - area C	PENDING	\$ 10.38		See NRC prices below	
135	47	4 Wire Analog - area A	PENDING	\$ 2.03		See NRC prices below	
136	48	4 Wire Analog - area B	PENDING	\$ 11.88		See NRC prices below	
137	49	4 Wire Analog - area C	PENDING	\$ 20.70		See NRC prices below	
138	50	2 Wire DSL - area A	PENDING	\$ 0.98		See NRC prices below	
139	51	2 Wire DSL - area B	PENDING	\$ 5.93		See NRC prices below	
140	52	2 Wire DSL - area C	PENDING	\$ 10.38		See NRC prices below	
141	53	4 Wire DSL - area A	PENDING	\$ 2.03		See NRC prices below	
142	54	4 Wire DSL - area B	PENDING	\$ 11.88		See NRC prices below	
143	55	4 Wire DSL - area C	PENDING	\$ 20.70		See NRC prices below	
144	56	<b>ECS to NID sub-loop</b>					
145	57	2 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below	
146	58	2 Wire Analog - area B	PENDING	\$ 7.36		See NRC prices below	
147	59	2 Wire Analog - area C	PENDING	\$ 11.84		See NRC prices below	
148	60	4 Wire Analog - area A	PENDING	\$ 4.36		See NRC prices below	
149	61	4 Wire Analog - area B	PENDING	\$ 14.74		See NRC prices below	
150	62	4 Wire Analog - area C	PENDING	\$ 23.64		See NRC prices below	
151	63	2 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below	
152	64	2 Wire DSL - area B	PENDING	\$ 7.36		See NRC prices below	
153	65	2 Wire DSL - area C	PENDING	\$ 11.84		See NRC prices below	
154	66	4 Wire DSL - area A	PENDING	\$ 4.36		See NRC prices below	
155	67	4 Wire DSL - area B	PENDING	\$ 14.74		See NRC prices below	
156	68	4 Wire DSL - area C	PENDING	\$ 23.64		See NRC prices below	
157	69	<b>SAI to Terminal sub-loop</b>					
158	70	2 Wire Analog - area A	PENDING	\$ 1.28		See NRC prices below	
159	71	2 Wire Analog - area B	PENDING	\$ 3.50		See NRC prices below	
160	72	2 Wire Analog - area C	PENDING	\$ 5.65		See NRC prices below	
161	73	4 Wire Analog - area A	PENDING	\$ 1.43		See NRC prices below	
162	74	4 Wire Analog - area B	PENDING	\$ 5.90		See NRC prices below	
163	75	4 Wire Analog - area C	PENDING	\$ 9.34		See NRC prices below	
164	76	2 Wire DSL - area A	PENDING	\$ 1.14		See NRC prices below	
165	77	2 Wire DSL - area B	PENDING	\$ 3.12		See NRC prices below	
166	78	2 Wire DSL - area C	PENDING	\$ 5.65		See NRC prices below	
167	79	4 Wire DSL - area A	PENDING	\$ 1.43		See NRC prices below	
168	80	4 Wire DSL - area B	PENDING	\$ 5.90		See NRC prices below	
169	81	4 Wire DSL - area C	PENDING	\$ 9.34		See NRC prices below	
170	82	<b>SAI to NID sub-loop</b>					
171	83	2 Wire Analog - area A	PENDING	\$ 1.67		See NRC prices below	
172	84	2 Wire Analog - area B	PENDING	\$ 4.67		See NRC prices below	
173	85	2 Wire Analog - area C	PENDING	\$ 7.66		See NRC prices below	
174	86	4 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below	
175	87	4 Wire Analog - area B	PENDING	\$ 8.81		See NRC prices below	
176	88	4 Wire Analog - area C	PENDING	\$ 13.94		See NRC prices below	
177	89	2 Wire DSL - area A	PENDING	\$ 1.38		See NRC prices below	
178	90	2 Wire DSL - area B	PENDING	\$ 3.61		See NRC prices below	
179	91	2 Wire DSL - area C	PENDING	\$ 7.66		See NRC prices below	

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

ILLINOIS BELL  
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April 5, 2005

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
180	92	4 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below
181	93	4 Wire DSL - area B	PENDING	\$ 8.63		See NRC prices below
182	94	4 Wire DSL - area C	PENDING	\$ 13.94		See NRC prices below
183	95	<b>Terminal to NID sub-loop</b>				
184	96	2 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
185	97	2 Wire Analog - area B	PENDING	\$ 1.01		See NRC prices below
186	98	2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below
187	99	4 Wire Analog - area A	PENDING	\$ 0.62		See NRC prices below
188	##	4 Wire Analog - area B	PENDING	\$ 2.21		See NRC prices below
189	##	4 Wire Analog - area C	PENDING	\$ 2.42		See NRC prices below
190	##	2 Wire DSL - area A	PENDING	\$ 0.35		See NRC prices below
191	##	2 Wire DSL - area B	PENDING	\$ 0.78		See NRC prices below
192	##	2 Wire DSL - area C	PENDING	\$ 0.97		See NRC prices below
193	##	4 Wire DSL - area A	PENDING	\$ 0.56		See NRC prices below
194	##	4 Wire DSL - area B	PENDING	\$ 1.89		See NRC prices below
195	##	4 Wire DSL - area C	PENDING	\$ 2.24		See NRC prices below
196	##	<b>NID sub-loop element</b>				
197	##	2 Wire Analog - area A	PENDING	\$ 0.19		See NRC prices below
198	##	2 Wire Analog - area B	PENDING	\$ 0.24		See NRC prices below
199	##	2 Wire Analog - area C	PENDING	\$ 0.20		See NRC prices below
200	##	4 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
201	##	4 Wire Analog - area B	PENDING	\$ 0.50		See NRC prices below
202	##	4 Wire Analog - area C	PENDING	\$ 0.42		See NRC prices below
203	##	2 Wire DSL - area A	PENDING	\$ 0.19		See NRC prices below
204	##	2 Wire DSL - area B	PENDING	\$ 0.24		See NRC prices below
205	##	2 Wire DSL - area C	PENDING	\$ 0.20		See NRC prices below
206	##	4 Wire DSL - area A	PENDING	\$ 0.42		See NRC prices below
207	##	4 Wire DSL - area B	PENDING	\$ 0.50		See NRC prices below
208	##	4 Wire DSL - area C	PENDING	\$ 0.42		See NRC prices below
209	##	2 Wire ISDN Compatible - area A	PENDING	\$ 0.19		See NRC prices below
210	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.24		See NRC prices below
211	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.20		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	##					
216	##					
217	##	2-Wire Analog Sub-Loop	PENDING		\$ 220.28	
218	##	4-Wire Analog Sub-Loop	PENDING		\$ 239.27	
219	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 220.28	
220	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 279.25	
221	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 305.92	
222	##	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		\$ 513.73	
223	##					
224	##	<b>Service Order Charge</b>				
225	##	Establish, per occasion	PENDING		\$ 13.17	
226	##	Add or change, per occasion	PENDING		\$ 13.17	
227	##	<b>Line Connection Charge</b>				
228	##	per occasion	PENDING		\$ 25.08	
229	##					
230	##					
231	##	2-Wire	CXCT2	\$ 0.14	N/A	N/A
232	##	DS1/LT1	CXCDX	\$ 0.43	N/A	N/A
233	##	DS3/LT3	CXC8X	\$ 0.76	N/A	N/A
234	##	DS3 Loop Cross-Connect to Collocation	CXCBX	\$ 33.14	N/A	N/A
235	##					
236	##	<b>Interoffice Transport:</b>				
237	##	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 17.35	N/A	N/A
238	##	Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 1.88	N/A	N/A
239	##	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 146.93	N/A	N/A
240	##	Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 29.81	N/A	N/A
241	##	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	\$ 146.93	N/A	N/A
242	##	Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	\$ 29.81	N/A	N/A
243	##					
244	##					
245	##	DS1 to Voice Grade	QMVXA-XC	\$ 275.34	N/A	N/A
246	##	DS3 to DS1	QM3XA-XC	\$ 404.30	N/A	N/A
247	##					
248	##					
249	##	DS1	CXCDX	0.43	N/A	N/A
250	##	DS3	CXCEX	\$ 0.76	N/A	N/A
251	##					
252	##					
253	##	<b>DS1</b> Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		\$ 443.18	N/A
254	##					
255	##					
256	##	<b>DS1</b> Administration Charge - Per Order	ORCMX	N/A	\$ 406.61	N/A
257	##	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 632.71	N/A
258	##	Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 585.51	N/A
259	##	<b>DS3</b> Administration Charge - Per Order	ORCMX	N/A	\$ 308.22	N/A
260	##	Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A	\$ 671.16	N/A
261	##	Carrier Connection Charge - Per Order	NRBDT	N/A	\$ 377.25	N/A
262	##					
263	##					
264	##					
265	##					N/A
266	##	Connection	NKCAR	N/A	\$ 10.48	N/A
267	##	Disconnection /2/	NKCAS	N/A	\$ 8.63	N/A
268	##	Electronic Subsequent	NKCAT		\$ 10.04	N/A

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

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

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
269	###						N/A
270	###	Connection	NKCAU	N/A		\$ 63.12	N/A
271	###	Disconnection	NKCAV	N/A		\$ 42.47	N/A
272	###	Manual Subsequent	NKCAW	N/A		\$ 59.18	N/A
273	###						
274	###						
275	###						N/A
276	###	Connection	NKCAR	N/A		\$ 10.48	N/A
277	###	Disconnection	NKCAS	N/A		\$ 8.63	N/A
278	###	Electronic Subsequent	NKCAT	N/A		\$ 10.04	N/A
279	###						N/A
280	###	Connection	NKCAU	N/A		\$ 63.12	N/A
281	###	Disconnection	NKCAV	N/A		\$ 42.47	N/A
282	###	Manual Subsequent	NKCAW	N/A		\$ 59.18	N/A
283	###						
284	###	Electronic Establish (Connection + Disconnection)					
285	###	Connection	NKCAX	N/A		\$ 11.14	
286	###	Disconnection	NKCAY	N/A		\$ 8.63	
287	###	Electronic Subsequent	NKCAZ	N/A		\$ 10.04	
288	###	Manual Establish (Connection + Disconnection)					
289	###	Connection	NKCB1	N/A		\$ 69.74	
290	###	Disconnection	NKCB2	N/A		\$ 42.47	
291	###	Manual Subsequent	NKCB3	N/A		\$ 59.18	
292	###						
293	###	Electronic Establish (Connection + Disconnection)					
294	###	Connection	PENDING	N/A		\$ 11.44	
295	###	Disconnection	PENDING	N/A		\$ 8.63	
296	###	Manual Establish (Connection + Disconnection)					
297	###	Connection	PENDING	N/A		\$ 72.70	
298	###	Disconnection	PENDING	N/A		\$ 42.47	
299	###						
300	###	Electronic Establish (Connection + Disconnection)					
301	###	Connection	PENDING	N/A		\$ 11.44	
302	###	Disconnection	PENDING	N/A		\$ 8.63	
303	###	Manual Establish (Connection + Disconnection)					
304	###	Connection	PENDING	N/A		\$ 72.70	
305	###	Disconnection	PENDING	N/A		\$ 42.47	
306	###						
307	###	Electronic Establish (Connection + Disconnection)					
308	###	Connection	PENDING	N/A		\$ 11.44	
309	###	Disconnection	PENDING	N/A		\$ 8.63	
310	###	Manual Establish (Connection + Disconnection)					
311	###	Connection	PENDING	N/A		\$ 72.70	
312	###	Disconnection	PENDING	N/A		\$ 42.47	
313	###						
314	###	Electronic Establish (Connection + Disconnection)					
315	###	Connection	NKCB4	N/A		\$ 11.14	
316	###	Disconnection	NKCB5	N/A		\$ 8.63	
317	###	Manual Establish (Connection + Disconnection)					
318	###	Connection	NKCB6	N/A		\$ 69.74	
319	###	Disconnection	NKCB7	N/A		\$ 42.47	
320	###						
321	###						
322	###	Connection	NKCB8	N/A		\$ 49.44	
323	###	Disconnection	NKCB9	N/A		\$ 9.50	
324	###						
325	###	Connection	NKCB A	N/A		\$ 33.86	
326	###	Disconnection	NKCB B	N/A		\$ 7.03	
327	###						
328	###	Connection	NKCB C	N/A		\$ 49.44	
329	###	Disconnection	NKCB D	N/A		\$ 9.50	
330	###						
331	###	Connection	NKCB E	N/A		\$ 33.86	
332	###	Disconnection	NKCB F	N/A		\$ 7.03	
333	###						
334	###	Connection	NKCB G	N/A		\$ 65.76	
335	###	Disconnection	NKCB H	N/A		\$ 9.50	
336	###						
337	###	Connection	NKCB J	N/A		\$ 30.46	
338	###	Disconnection	NKCB K	N/A		\$ 7.03	
339	###						
340	###	Connection	NKCB L			\$ 248.22	
341	###	Disconnection	NKCB M			\$ 11.97	
342	###						
343	###	Connection	NKCB N			\$ 135.15	
344	###	Disconnection	NKCB O			\$ 8.25	
345	###						
346	###	Connection	PENDING			\$ 66.78	
347	###	Disconnection	PENDING			\$ 7.92	
348	###						
349	###	Connection	PENDING			\$ 36.59	
350	###	Disconnection	PENDING			\$ 4.20	
351	###						
352	###	Connection	PENDING			\$ 95.69	
353	###	Disconnection	PENDING			\$ 12.35	
354	###						
355	###	Connection	PENDING			\$ 61.65	
356	###	Disconnection	PENDING			\$ 8.64	
357	###						

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

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

APPENDIX PRICING/ISP-Bound Only  
 SBC ILLINOIS/SPECTROTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
358	##	Connection	NKCBT			\$	356.20
359	##	Disconnection	NKCBU			\$	17.20
360	##						
361	##	Connection	NKCBV			\$	146.40
362	##	Disconnection	NKCBW			\$	12.13



ILLINOIS BELL  
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April 5, 2005

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
363	##					
364	##	Connection	NKCBX		\$ 356.20	
365	##	Disconnection	NKCBY		\$ 17.20	
366	##					
367	##	Connection	NKCBZ		\$ 228.29	
368	##	Disconnection	NKCC1		\$ 12.13	
369	##					
370	##	Connection	PENDING		\$ 139.71	
371	##	Disconnection	PENDING		\$ 17.20	
372	##					
373	##	Connection	PENDING		\$ 48.78	
374	##	Disconnection	PENDING		\$ 12.13	
375	##		NKCC6		\$ 70.32	
376	##		PENDING		\$ 8.87	
377	##		NKCC7		\$ 8.87	
378	##					
379	##					
380	##					
381	##	Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCC9	N/A	N/A	
382	##	Channelized Facility from Cage, DS3, Design and Coordination Charge	NKCCA	N/A	N/A	
383	##					
384	##	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	NKCCB	N/A	N/A	
385	##	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCCC	N/A	N/A	
386	##	Non-Channelized Facility from Cage, DS3, Design and Coordination charge	NKCCD	N/A	N/A	
387	##					
388	##	Channelized Facility from POP, DS1, Design and Coordination charge	NKCCF	N/A	N/A	
389	##	Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCF	N/A	N/A	
390	##	Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	N/A		
391	##				N/A	
392	##	Non-Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	N/A	N/A	
393	##	Non-Channelized Facility from OPO, DSO, Design and coordination Charge	NKCCG	N/A	N/A	
394	##	Non-Channelized Facility from POP, DS1, Design and Coordination Charge	NKCCH	N/A	N/A	
395	##	Non-Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCJ	N/A	N/A	
396	##	Private Line to UNE Conversion	PENDING	N/A	\$ 25.57	
397	##	AC2U Project Administrative Activity Per Service Circuit	NKCC8		\$ 21.23	
398	##					
399	##					
400	##	Dark Fiber Interoffice				
401	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$16.24	N/A	N/A
402	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00179	N/A	N/A
403	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.43	N/A	N/A
404	##	Inquiry (Per Request)				
405	##	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$325.28	N/A
406	##	FIRM ORDER (Per Fiber Strand)				
407	##	Administrative per Order	NRB51	N/A	\$28.63	N/A
408	##	Dark Fiber Interoffice Transport - NRC	NRB54	N/A	\$612.88	N/A
409	##					
410	##	<b>Routine Modifications</b>				
411	##	Routine Modifications to Existing Facilities Charge	PENDING	N/A	ICB	N/A
412	##					
413	##					
414	##		NSR	\$0	N/A	
415	##	***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.				
416	##					
417	##					
418	##		VRP	N/A	\$71.00	
419	##					
420	##					
421	##					
422	##					
423	##	<b>Facility-based DA</b>				
424	##	Directory Assistance, per call	OPEN	\$ 0.30	N/A	N/A
425	##	Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	\$ 0.35	N/A	N/A
426	##	Directory Assistance Call Directory (DACC)	OPEN	\$ 0.15	N/A	N/A
427	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	N/A
428	##	- per call	OPEN	\$ 0.025		
429	##	Branding - Facility Based - Initial/Subsequent Load				
430	##	- Branding, per trunk group	OPEN	N/A	\$ 800.00	N/A
431	##	Rate Reference - Initial Load	OPEN	N/A	\$ 2,200.00	N/A
432	##	Rate Reference - Subsequent Load	OPEN	N/A	\$ 1,000.00	N/A
433	##					
434	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
435	##	- per listing for initial load	OPEN	N/A	\$ 0.040	N/A
436	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
437	##	Option #2 Full File (all states inclusive) Billable Release				
438	##	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
439	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
440	##	- per usage/query	OPEN	N/A	\$ 0.020	N/A
441	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
442	##	- per listing for initial load	OPEN	N/A	\$ 0.050	N/A
443	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
444	##	Option #4 Pick & Choose (by state) Billable Release				
445	##	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
446	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
447	##	- per usage/query	OPEN	N/A	\$ 0.020	N/A
448	##					
449	##	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	N/A	N/A
450	##	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	N/A	N/A
451	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	N/A

TBD - To be determined  
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NA - Not Applicable

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

APPENDIX PRICING/ISP-Bound Only  
SBC ILLINOIS/SPECTROTEL, INC.

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
452	##	- per call	OPEN	\$ 0.025		
453	##	Branding - Facility Based - Initial/Subsequent Load				
454	##	- Branding, per trunk group	OPEN	N/A	\$ 800.00	N/A
455	##	Operator Services - Rate Reference - Initial Load	OPEN	N/A	\$ 2,200.00	N/A
456	##	Operator Services - Rate Reference - Subsequent Load	OPEN	N/A	\$ 1,000.00	N/A
457	##					
458	##					
459	##	Reverse Directory Assistance (RDA)	OPEN	\$ 1.25	N/A	N/A
460	##					
461	##		OPEN	\$ 0.03	N/A	N/A
462	##					
463	##			Annually		
464	##	Poles (\$/Attachment/yr.)*##				
465	##	Per Pole Attachment*	OPEN	\$ 2.46	N/A	N/A
466	##	Per Foot of innderduct##	OPEN	\$ 0.49	N/A	N/A
467	##	Application fee	OPEN		\$ 200.00	
468	##	Unauthorized Attachment Fee	OPEN		\$500.00 per pole	
469	##	Unauthorized Occupancy6 Fee	OPEN		Conduit Foot	
470	##	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional				
471	##	one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
472	##	## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,				
473	##	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
474	##	New rates will be communicated to CLEC no later than November 1st for the succeeding year				
475	##					
476	##					
477	##	911 Selective Router Interconnection				
478	##	- Digital DS1 Interface		198.11	\$ 706.64	
479	##	-Each DSO installed	USAGE	\$ -	\$ 507.00	
480	##	-Analog Channel Interface	EVG9X	\$ 19.99	\$ 610.45	
481	##	ANI/ALI/SR and Database Management				
482	##	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.53	\$ 713.33	
483	##	Access Routing File (CD-ROM)	USAGE	\$ 25.95		
484	##	911 Selective Router Switch Administration				
485	##	-Per Selective Router	USAGE	\$ 91.49	\$ 5,557.82	
486	##					
487	##					
488	##	End Office Local Termination				
489	##	Set up charge, per call	USAGE	0.009512		
490	##	Duration charge, per MOU	USAGE	0.000967		
491	##	Tandem Switching				
492	##	Set up charge, per call	USAGE	0.000496		
493	##	Duration charge, per MOU	USAGE	0.000927		
494	##	Tandem Transport Termination, per MOU	USAGE	0.000201		
495	##	Tandem Transport Facility per MOU, per Mile	USAGE	0.000013		
496	##	Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$0.0007		
497	##					
498	##	/1/ These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/				
499	##	/2/ March 31, 2005.				
500	##	* This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce				
501	##	Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made				
502	##	** These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of				
503	##					
504	##	See the "Illinois Resale Pricing" schedule				
505	##					
506	##	Residence	RESALE		C.C. No. 20 Tariff Part 22	
507	##	Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22	
508	##					
509	##	Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22	
510	##	Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22	
511	##					
512	##	Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22	
513	##	Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22	

# **APPENDIX ILLINOIS RECOURSE CREDITS**

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## APPENDIX ILLINOIS RECOURSE CREDITS

### 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 ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.3 As used herein, “**Consequential Damages**” shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, “**Customer Credits**” shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, “**Local Exchange Service Obligations**” means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, “**Recourse Credits**” shall mean those credits that **SBC ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC’s violation of a Local Exchange Service Obligation is caused by **SBC ILLINOIS**.
- 1.7 As used herein, “**Recourse Credit Claim Form**” shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **SBC ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: <https://clec.sbc.com/clec/>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **SBC ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

### 2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to **SBC ILLINOIS**’ Local Service Center by the 10<sup>th</sup> day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **SBC ILLINOIS**.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **SBC ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to SBC ILLINOIS that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from SBC ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
  - 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
  - 2.4.2 The specific Local Exchange Service Obligation that was violated;
  - 2.4.3 Brief statement as to how the alleged actions or inactions of SBC ILLINOIS, or alleged failure or deficiency in any network element or service provided by SBC ILLINOIS to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
  - 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

### 3. RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 SBC ILLINOIS shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which SBC ILLINOIS disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by SBC ILLINOIS within the thirty (30) calendar day period shall be reimbursed by SBC ILLINOIS, subject to SBC ILLINOIS' right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by SBC ILLINOIS, the parties shall use the dispute resolution process set forth in the Agreement.

### 4. LIMITATION OF LIABILITY

- 4.1 SBC ILLINOIS shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 SBC ILLINOIS shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that SBC ILLINOIS is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

### 5. METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on SBC ILLINOIS' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the SBC ILLINOIS' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by SBC ILLINOIS after dispute resolution negotiations pursuant to Section 3.2 shall be credited

- to CLEC on SBC ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that SBC ILLINOIS that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on SBC ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.
- 5.2 Where reimbursement is to be made by credit on SBC ILLINOIS' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which SBC ILLINOIS is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by SBC ILLINOIS which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by SBC ILLINOIS or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by SBC ILLINOIS, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by SBC ILLINOIS to the date of payment.

## 6. OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to SBC ILLINOIS to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify SBC ILLINOIS of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), SBC ILLINOIS may recover the amount of such inappropriate credits on SBC ILLINOIS' upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with SBC ILLINOIS' notice and SBC ILLINOIS may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.
- 6.2 If SBC ILLINOIS denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, SBC ILLINOIS shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in SBC ILLINOIS failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, SBC ILLINOIS shall provide such Recourse Credit not less than thirty (30) Business Days after SBC ILLINOIS agrees that such Recourse Credit should have been paid.

## 7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.



**EXHIBIT RC****Illinois Recourse Credit Claim**

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

CARRIER NAME: \_\_\_\_\_ END USER CUSTOMER AFFECTED NAME: \_\_\_\_\_

CARRIER Billing Account Number: \_\_\_\_\_ END USER CUSTOMER AFFECTED TEL. NO.: \_\_\_\_\_

Check Applicable Claim(s) Below and Provide Requested Information

**Service Interruption Recourse Credit Claim**

Date/Time Interruption Reported to Company\* : \_\_\_\_\_

Ticket number: \_\_\_\_\_

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ \_\_\_\_\_

Amount of Credit issued to end user Customer: \$ \_\_\_\_\_

Applicable Credit (Check/Circle One): Pro-Rata \_\_\_\_ 1/3 \_\_\_\_ 2/3 \_\_\_\_ 100% \_\_\_\_

Number of Additional Days \_\_\_\_ @ \$20/day \_\_\_\_ OR wireless phone \$ \_\_\_\_ /day

Requested Recourse Credit: \$ \_\_\_\_\_

**New Service Installation Charge Credit (Missed Interval)**

Date/Time Carrier Received Application for New Service: \_\_\_\_\_

Requested Installation Date: \_\_\_\_\_

Date/Time Order Received by Company\* : \_\_\_\_\_ Date Installed: \_\_\_\_\_

Order number: \_\_\_\_\_

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ \_\_\_\_\_

Amount of Credit Issued to end-user Customer: \$ \_\_\_\_\_

Applicable Credit (Check/Circle One): 50% \_\_\_\_ 100% \_\_\_\_

Number of Additional Days \_\_\_\_ @ \$20/day \_\_\_\_ OR wireless phone \$ \_\_\_\_ /day

Requested Recourse Credit: \$ \_\_\_\_\_

**Missed Installation Appointment Recourse Credit**

Date/Window of Missed Scheduled Appointment: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: AM \_\_\_\_ PM \_\_\_\_ All Day \_\_\_\_ (Check/Circle One)

Order number: \_\_\_\_\_

Amount of Credit Issued to end-user Customer: \$ \_\_\_\_\_

Requested Recourse Credit: \$ \_\_\_\_\_

**Missed Repair Appointment Recourse Credit**

Date/Window of Missed Scheduled Appointment: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: AM \_\_\_\_ PM \_\_\_\_ All Day \_\_\_\_ (Check/Circle One)

Ticket number: \_\_\_\_\_

Amount of Credit Issued to end-user Customer: \$ \_\_\_\_\_

Requested Recourse Credit: \$ \_\_\_\_\_

**\*\*Brief statement as to how Company\* caused the violation of the Local Exchange Service Obligation by the Carrier:****COMPANY\* RESOLUTION/RESPONSE****Company\* Contact:**

Claim Accepted: \_\_\_\_\_

Recourse Credit Amount: \$ \_\_\_\_\_

Claim Partially Accepted: \_\_\_\_\_

Claim Rejected-Incomplete: \_\_\_\_\_

Claim Denied: \_\_\_\_\_

**Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:**

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY\*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to SBC ILLINOIS

## **APPENDIX 1**

### **Performance Measurement Business Rules (Illinois)**

The Performance Measurement Business Rules are found in SBC Illinois' tariff at Ill. C. C. Appendix One is in Illinois, Tariff No. 20, Part 2, Section 11, beginning on Sheet 62.

## **APPENDIX 1**

### **Performance Measurement Business Rules (Illinois)**

The Performance Measurement Business Rules are found in SBC Illinois' tariff at Ill. C. C. Appendix One is in Illinois, Tariff No. 20, Part 2, Section 11, beginning on Sheet 62.

# **APPENDIX-PRICING (INDIANA)**

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## APPENDIX PRICING (INDIANA)

### 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 INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

#### 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 INDIANA** 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 INDIANA** 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 INDIANA 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 INDIANA 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:

Exchange      Area      Total Access Lines:

Rate Group:

- |   |   |
|---|---|
| 1 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 2 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 3 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |

- 1.9 SBC INDIANA'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 INDIANA 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 INDIANA 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 INDIANA'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 INDIANA's current generic contract rate for the Product or Service set forth in SBC INDIANA's applicable state-specific generic pricing schedule as published on SBC INDIANA'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 INDIANA 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 INDIANA'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 INDIANA'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 INDIANA for that Product or Service and incorporated into SBC INDIANA's current state-specific generic pricing schedule as published on SBC INDIANA'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 INDIANA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC INDIANA 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 INDIANA 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 INDIANA'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 INDIANA'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 INDIANA 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 INDIANA 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 INDIANA network, without any changes to SBC INDIANA'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 INDIANA 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.

INDIANA BELL  
TELEPHONE COMPANY  
INCORPORATED d/b/a  
SBC INDIANA  
Sept 16, 2005

APPENDIX PRICING/ISP-Bound  
SBC INDIANA/SPECTROTEL, INC.

Line	INDIANA			Recurring	Non-Recurring
			USOC	Monthly	First Additional
2	SBC Generic Rates				
3	<u>NETWORK ELEMENTS</u>				
4	<u>Loops</u>				
5	2-Wire Analog - Rural (Rate Class 1) /3/	U2HX1	\$	11.50	See NRC prices below
6	2-Wire Analog - Suburban (Rate Class 2) /3/	U2HX2	\$	12.50	See NRC prices below
7	2-Wire Analog - Metro (Rate Class 3) /3/	U2HX3	\$	12.00	See NRC prices below
8	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$	9.57	See NRC prices below
9	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$	8.90	See NRC prices below
10	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$	8.84	See NRC prices below
11	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/	U2JX1	\$	11.67	See NRC prices below
12	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/	U2JX2	\$	13.01	See NRC prices below
13	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/	U2JX3	\$	12.63	See NRC prices below
14	2-Wire COPTS Coin - Rural (Rate Class 1) /3/	U2CX1	\$	12.00	See NRC prices below
15	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/	U2CX2	\$	13.46	See NRC prices below
16	2-Wire COPTS Coin - Metro (Rate Class 3) /3/	U2CX3	\$	13.07	See NRC prices below
17	2-Wire EKL - Rural (Rate Class 1) /3/	U2KX1	\$	13.17	See NRC prices below
18	2-Wire EKL - Suburban (Rate Class 2) /3/	U2KX2	\$	15.09	See NRC prices below
19	2-Wire EKL - Metro (Rate Class 3) /3/	U2KX3	\$	14.66	See NRC prices below
20	Conditioning for dB Loss				
21	4-Wire Analog - Rural (Rate Class 1) /3/	U4HX1	\$	27.28	See NRC prices below
22	4-Wire Analog - Suburban (Rate Class 2) /3/	U4HX2	\$	31.49	See NRC prices below
23	4-Wire Analog - Metro (Rate Class 3) /3/	U4HX3	\$	30.59	See NRC prices below
24	2-Wire Digital - Rural (Rate Class 1) /3/	U2QX1	\$	16.00	See NRC prices below
25	2-Wire Digital - Suburban (Rate Class 2) /3/	U2QX2	\$	19.48	See NRC prices below
26	2-Wire Digital - Metro (Rate Class 3) /3/	U2QX3	\$	18.19	See NRC prices below
27	DS1 Loop - Rural (Rate Class 1) /3/	4U1X1	\$	37.04	See NRC prices below
28	DS1 Loop - Suburban (Rate Class 2) /3/	4U1X2	\$	39.35	See NRC prices below
29	DS1 Loop - Metro (Rate Class 3) /3/	4U1X3	\$	46.10	See NRC prices below
30	DS3 Loop - Rural (Rate Class 1) /3/	U4D31	\$	469.53	See NRC prices below
31	DS3 Loop - Suburban (Rate Class 2) /3/	U4D32	\$	447.20	See NRC prices below
32	DS3 Loop - Metro (Rate Class 3) /3/	U4D33	\$	431.98	See NRC prices below
33					
34	<u>DSL Capable Loops</u>				
35	<u>2-Wire xDSL Loop</u>				
36	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLA1	\$	9.33	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLA2	\$	10.45	See NRC prices below
38	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLA3	\$	9.84	See NRC prices below
39					
40	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLC1	\$	9.33	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLC2	\$	10.45	See NRC prices below
42	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLC3	\$	9.84	See NRC prices below
43					
44	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLB1	\$	9.33	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLB2	\$	10.45	See NRC prices below
46	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLB3	\$	9.84	See NRC prices below
47					
48	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLD1	\$	9.33	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLD2	\$	10.45	See NRC prices below
50	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLD3	\$	9.84	See NRC prices below
51					
52	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	UWRA1	\$	9.33	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	UWRA2	\$	10.45	See NRC prices below
54	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	UWRA3	\$	9.84	See NRC prices below
55					
56	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLF1	\$	9.33	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLF2	\$	10.45	See NRC prices below
58	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLF3	\$	9.84	See NRC prices below
59	<u>4-Wire xDSL Loop</u>				
60	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/	4SL11	\$	16.95	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/	4SL12	\$	19.08	See NRC prices below
62	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/	4SL13	\$	18.18	See NRC prices below
63					
64	<u>IDSL Capable Loop</u>				
65	IDSL Loop Class 1 - Rural /3/	UY5F1	\$	9.33	See NRC prices below
66	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$	10.45	See NRC prices below
67	IDSL Loop Class 3 - Metro /3/	UY5F3	\$	9.84	See NRC prices below
68					
69	<u>LST</u>				
70	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD		N/A	\$ 165.26
71					
72	<u>Loop Qualification Process</u>				
73	Loop Qualification Process - Mechanized	NR98U		N/A	\$0.00
74	Loop Qualification Process - Manual	NRBXU		N/A	TBD
75					
76	<u>xDSL Conditioning</u>				
77	DSL Conditioning Options - >12KFT				
78	Removal of Repeater Options (per unit removed)	NRBXV		N/A	\$24.70
79	Removal Excessive Bridged Tap Option (per unit removed)	NRBXW		N/A	\$16.09
80	Removal of Load Coil (per unit removed)	NRBXZ		N/A	\$16.18
81					
82	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
83	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		None	\$212.42
84	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		None	\$49.92
85	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		None	\$212.42
86	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM		None	\$212.42
87					
88	<u>Loop Non-Recurring Charges (Excluding DS3)</u>				
89	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP		N/A	\$ 6.83
90	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NKCG6			\$ 4.29

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SBC INDIANA  
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APPENDIX PRICING/ISP-Bound  
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Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
91	Disconnect Service Order Charge		NR9OE		\$ 4.29
92	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/		REAH9	N/A	\$ 6.83 N/A
93	Res/BUS Analog/2-W digital Loop, record Request /3/		NR9UP		\$ 6.43
94	Res/Bus Analog/2-W digital Loop Line Connection Loop Charge, Initial, Install /3/		SEPUC	N/A	\$ 22.48 N/A
95	Res/BUS Analog/2-W digital Loop Line Connection Charge, Initial, Disconnect /3/		NKCG7		\$ 7.42
96	Une Analog Loop Disconnect Charge Per Termination		NR9OG		\$ 7.42
97	Res/Bus Analog/2-W digital Loop Line Connection Charge, Additional, Install /3/		1CRG7		\$ 15.55
98	Line Connection Add or Change		REAH5	N/A	\$ 29.33
99	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/		NKCG5		\$ 4.81
100					
101	DS I Service Provisioning, Initial, Install /3/		1CRG1		\$ 142.36
102	DS 1 Service Provisioning, Initial, Disconnect /3/		NKCG1		\$ 20.51
103	DS 1 Service Provisioning, Additional, Install /3/		1CRG2		\$ 96.33
104	DSI Service Provisioning, Additional, Disconnect /3/		NKCG2		\$ 16.25
105	DS1 Loop, Administrative Activity, Install /3/		NR9OR		\$ 10.65
106	DS1 Loop, Administrative Activity, Disconnect /3/		NR9OT		\$ 4.86
107					
108	DS3 Loop Non-Recurring Charges				
109	Administrative /3/		NR9OY	N/A	\$ 10.65 N/A
110	Design & Central Office		NR9O1	N/A	\$ 525.79 N/A
111	Customer Connection		NR9O3	N/A	\$ 187.37 N/A
112	DS3 Service Provisioning, Initial, Install /3/		1CRG3		\$ 151.68
113	DS3 Service Provisioning, Initial, Disconnect /3/		NKCG3		\$ 20.89
114	DS3 Service Provisioning, Additional, Install /3/		1CRG4		\$ 70.41
115	DS3 Service Provisioning, Additional, Disconnect /3/		NKCG4		\$ 16.63
116	DS3 Loop, Administrative Activity, Disconnect /3/		NR9OZ		\$ 4.86
117					
118	SUB-LOOPS				
119	ECS to SAI sub-loop				
120	2 Wire Analog - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
121	2 Wire Analog - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
122	2 Wire Analog - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
123	4 Wire Analog - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
124	4 Wire Analog - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
125	4 Wire Analog - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
126	2 Wire DSL - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
127	2 Wire DSL - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
128	2 Wire DSL - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
129	4 Wire DSL - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
130	4 Wire DSL - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
131	4 Wire DSL - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
132	ECS to Terminal sub-loop				
133	2 Wire Analog - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
134	2 Wire Analog - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
135	2 Wire Analog - Rate Group 1	PENDING	\$ 8.02		See NRC prices below
136	4 Wire Analog - Rate group 3	PENDING	\$ 11.45		See NRC prices below
137	4 Wire Analog - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
138	4 Wire Analog - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
139	2 Wire DSL - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
140	2 Wire DSL - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
141	2 Wire DSL - Rate group 1	PENDING	\$ 8.02		See NRC prices below
142	4 Wire DSL - Rate Group 3	PENDING	\$ 11.45		See NRC prices below
143	4 Wire DSL - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
144	4 Wire DSL - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
145	ECS to NID sub-loop				
146	2 Wire Analog - Rate group 3	PENDING	\$ 6.47		See NRC prices below
147	2 Wire Analog - Rate Group 2	PENDING	\$ 6.72		See NRC prices below
148	2 Wire Analog - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
149	4 Wire Analog - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
150	4 Wire Analog - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
151	4 Wire Analog - Rate group 1	PENDING	\$ 17.51		See NRC prices below
152	2 Wire DSL - Rate Group 3	PENDING	\$ 6.47		See NRC prices below
153	2 Wire DSL - Rate group 2	PENDING	\$ 6.72		See NRC prices below
154	2 Wire DSL - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
155	4 Wire DSL - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
156	4 Wire DSL - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
157	4 Wire DSL - Rate Group 1	PENDING	\$ 17.51		See NRC prices below
158	SAI to Terminal sub-loop				
159	2 Wire Analog - Rate group 3	PENDING	\$ 4.85		See NRC prices below
160	2 Wire Analog - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
161	2 Wire Analog - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
162	4 Wire Analog - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
163	4 Wire Analog - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
164	4 Wire Analog - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
165	2 Wire DSL - Rate Group 3	PENDING	\$ 4.85		See NRC prices below
166	2 Wire DSL - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
167	2 Wire DSL - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
168	4 Wire DSL - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
169	4 Wire DSL - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
170	4 Wire DSL - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
171	SAI to NID sub-loop				
172	2 Wire Analog - Rate group 3	PENDING	\$ 5.60		See NRC prices below
173	2 Wire Analog - Rate Group 2	PENDING	\$ 6.33		See NRC prices below
174	2 Wire Analog - Rate Group 1	PENDING	\$ 6.65		See NRC prices below
175	4 Wire Analog - Rate Group 3	PENDING	\$ 11.24		See NRC prices below
176	4 Wire Analog - Rate Group 2	PENDING	\$ 12.65		See NRC prices below
177	4 Wire Analog - Rate Group 1	PENDING	\$ 13.26		See NRC prices below
178	2 Wire DSL - Rate Group 3	PENDING	\$ 5.60		See NRC prices below

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Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
179		2 Wire DSL - Rate Group 2	PENDING	\$ 6.33	See NRC prices below
180		2 Wire DSL - Rate Group 1	PENDING	\$ 6.65	See NRC prices below
181		4 Wire DSL - Rate Group 3	PENDING	\$ 11.24	See NRC prices below
182		4 Wire DSL - Rate Group 2	PENDING	\$ 12.65	See NRC prices below
183		4 Wire DSL - Rate Group 1	PENDING	\$ 13.26	See NRC prices below
184		Terminal to NID sub-loop			
185		2 Wire Analog - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
186		2 Wire Analog - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
187		2 Wire Analog - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
188		4 Wire Analog - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
189		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
190		4 Wire Analog - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
191		2 Wire DSL - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
192		2 Wire DSL - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
193		2 Wire DSL - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
194		4 Wire DSL - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
195		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
196		4 Wire DSL - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
197		NID sub-loop element			
198		2 Wire Analog - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
199		2 Wire Analog - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
200		2 Wire Analog - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
201		4 Wire Analog - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
202		4 Wire Analog - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
203		4 Wire Analog - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
204		2 Wire DSL - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
205		2 Wire DSL - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
206		2 Wire DSL - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
207		4 Wire DSL - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
208		4 Wire DSL - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
209		4 Wire DSL - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
210		2 Wire ISDN Compatible - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
211		2 Wire ISDN Compatible - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
212		2 Wire ISDN Compatible - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
213		<b>Sub-Loop Non-Recurring Charges</b>			
214		2-Wire Analog Sub-Loop	PENDING		\$ 185.80
215		4-Wire Analog Sub-Loop	PENDING		\$ 186.65
216		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 214.54
217		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 218.09
218		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 236.77
219		<b>Service Order Charge</b>			
220		Establish, per occasion	PENDING		\$ 14.57
221		Add or change, per occasion	PENDING		\$ 14.57
222		<b>Line Connection Charge</b>			
223		per occasion	PENDING		\$ 29.33
224					
225		<b>Cross Connects</b>			
226		2-Wire	CXCT2	\$ 0.14	N/A N/A
227		4-Wire	CXCT4	\$ 0.26	N/A N/A
228		DS1/LT1	CXCDX	\$ 0.36	N/A N/A
229		DS3/LT3	CXC8X	\$ 0.66	N/A N/A
230		DS3 C.O. LOOP Cross-Connect to Collocation	CXCBX	\$ 19.14	N/A N/A
231					
232		<b>Interoffice Transport:</b>			
233		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 11.10	N/A N/A
234		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.65	N/A N/A
235		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 106.79	N/A N/A
236		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 28.62	N/A N/A
237		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 106.79	N/A N/A
238		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 28.62	N/A N/A
239					
240		<b>Enhanced Extended Loop (EEL) Service Order per LSR</b>			
241	/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	NKCAR		\$ 6.89
242	/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAS		\$ 4.20
243	/	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAT		\$ 6.14
244	/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	NKCAU		\$ 51.78
245	/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAV		\$ 34.80
246	/	Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAW		\$ 48.55
247	/	Electronic, DSI Loop, Establishment Request, Install /3/	NKCAX		\$ 11.39
248	/	Electronic, DSI Loop, Establishment Request, Disconnect /3/	NKCAY		\$ 6.00
249	/	Electronic, DSI Loop, Subsequent Order /3/	NKCAZ		\$ 6.14
250	/	Manual, DSI Loop, Establishment Request, Install /3/	NKCB1		\$ 57.23
251	/	Manual, DSI Loop, Establishment Request, Disconnect /3/	NKCB2		\$ 34.80
252	/	Manual, DSI Loop, Subsequent Order /3/	NKCB3		\$ 48.55
253	/	Electronic, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 12.63
254	/	Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 6.69
255	/	Manual, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 60.35
256	/	Manual, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 35.48
257	/	Electronic, Non-channelized DS1 EEL, Establishment Request, Install /3/	NKCB4		\$ 11.39
258	/	Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB5		\$ 6.00
259	/	Manual, Non-channelized DS1 EEL, Establishment Reauest, Install /3/	NKCB6		\$ 57.23
260	/	Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB7		\$ 34.80
261	/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 12.63
262	/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 6.69
263	/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 60.35
264	/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 35.48
265					
266		<b>Enhanced Extended Loop (EEL) New Combination per Element</b>			

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Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
267	/I/ 2Wire Analog Loop Connection, Initial, Install /3/	NKCB8			\$ 91.87
268	/I/ 2- Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB9			\$ 15.48
269	/I/ 2-Wire Analog( Loop Connection, Additional, Install /3/	NKCB8			\$ 66.36
270	/I/ 2- Wire Analog/ Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 10.55
271	/I/ 4-Wire Analog/ Loop Connection, Initial, Install /3/	NKCB8			\$ 93.41
272	/I/ 4-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB8			\$ 17.04
273	/I/ 4-Wire Analog Loop Connection, Additional, Install /3/	NKCB8			\$ 67.89
274	/I/ 4- Wire Analog Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 12.11
275	/I/ 2-Wire Digital Loop Connection, Initial, Install /3/	NKCB8			\$ 100.08
276	/I/ 2-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB8			\$ 14.98
277	/I/ 2-Wire Digital Loop Connection, Additional, Install /3/	NKCB8			\$ 66.20
278	/I/ 2-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 10.05
279	/I/ 4-Wire Digital Loop Connection, Initial, Install /3/	NKCB8			\$ 149.73
280	/I/ 4-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB8			\$ 24.23
281	/I/ 4-Wire Digital Loop Connection, Additional, Install /3/	NKCB8			\$ 101.19
282	/I/ 4-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB8			\$ 19.77
283	/I/ CO Multiplexing, DS1 to Voice, Initial, Install /3/	PENDING			\$ 89.92
284	/I/ CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/	PENDING			\$ 20.58
285	/I/ CO Multiplexing, DS1 to Voice, Additional, Install /3/	PENDING			\$ 47.86
286	/I/ CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/	PENDING			\$ 15.71
287	/I/ DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 148.01
288	/I/ DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37
289	/I/ DS 1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	PENDING			\$ 104.44
290	/I/ DS 1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	PENDING			\$ 34.03
291	/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCBT			\$ 199.34
292	/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial,disconnect /3/	NKCBU			\$ 42.37
293	/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	NKCBV			\$ 128.38
294	/I/ 4- Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	NKCBW			\$ 34.03
295	/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	NKCBX			\$ 251.22
296	/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	NKCBY			\$ 42.37
297	/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	NKCBZ			\$ 162.29
298	/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, Disconnect /3/	NKCC1			\$ 34.03
299	/I/ DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40
300	/I/ DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37
301	/I/ DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING			\$ 82.93
302	/I/ DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING			\$ 34.03
303	/I/ Clear Channel Capability, Initial, Install /3/	NKCC6			\$ 89.46
304	/I/ Clear Channel Capability, Additional, Install /3/	NKCC7			\$ 24.26
305					
306	<b>Special Access to Une Conversion per Activity</b>				
307	/I/ Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	NKCC9			\$ 83.69
308	/I/ Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/	PENDING			N/A
309	/I/ Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	NKCCA			\$ 66.64
310	/I/ Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A
311	/I/ Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73
312	/I/ Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	NKCCB			\$ 7.73
313	/I/ Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A
314	/I/ Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	NKCCC			\$ 7.73
315	/I/ Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A
316	/I/ Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	NKCCD			\$ 7.73
317	/I/ Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
318	/I/ Channelized Facility from POP, DS1, Design and Coordination charge /3/	NKCCF			\$ 83.69
319	/I/ Channelized Faciltv from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A
320	/I/ Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCF			\$ 66.64
321	/I/ Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
322	/I/ Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73
323	/I/ Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	NKCCG			\$ 7.73
324	/I/ Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING			N/A
325	/I/ Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	NKCCH			\$ 7.73
326	/I/ Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A
327	/I/ Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	NKCCJ			\$ 7.73
328	/I/ Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
329					
330	<b>Special Access to UNE Conversions Per Circuit</b>				
331	/I/ Project Administrative Activity	NKCC8			\$ 21.23
332					
333	<b>Multiplexing</b>				
334	DS1 to Voice Grade	QMXX1-X3	\$ 197.61		N/A N/A
335	DS3 to DS1	QMXX1-X3	\$ 260.24		N/A N/A
336					
337	<b>Dedicated Transport Cross Connects</b>				
338	DS1	CXCDX	0.36		N/A N/A
339	DS3	CXCEX	\$ 0.66		N/A N/A
340					
341	<b>Dedicated Transport Optional Features &amp; Functions</b>				
342	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			\$ 351.64 N/A
343					
344	<b>Dedicated Transport Installation &amp; Rearrangement Charges</b>				
345	DS1 Administration Charge - Per Order	ORCMX	N/A		\$ 322.47 N/A
346	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A		\$ 527.99 N/A
347	Carrier Connection Charge - Per Order	NRBBL	N/A		\$ 458.62 N/A
348					
349	DS3 Administration Charge - Per Order	ORCMX	N/A		\$ 251.64 N/A
350	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A		\$ 562.86 N/A
351	Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A		\$ 562.86 N/A
352	Carrier Connection Charge - Per Order	NRBBL	N/A		\$ 305.85 N/A
353	Carrier Connection Charge - Per Order	NRBDT	N/A		\$ 305.85 N/A
354					

TBD -To be determined  
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INDIANA BELL  
TELEPHONE COMPANY  
INCORPORATED d/b/a  
SBC INDIANA  
Sept 16, 2005

APPENDIX PRICING/ISP-Bound  
SBC INDIANA/SPECTROTEL, INC.

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
355	<b>Dark Fiber</b>				
356	Dark Fiber Interoffice				
357	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$60.56	N/A	N/A
358	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.01768	N/A	N/A
359	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$2.22	N/A	N/A
360	Inquiry (Per Request)				
361	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$284.68	N/A
362					
363	<b>FIRM ORDER (Per Fiber Strand)</b>				
364	Administrative per Order				
365	Connect	NRB51	N/A	\$9.92	N/A
366	Disconnect	NR9H2	N/A	\$8.78	N/A
367	Connect	NRB52	N/A	\$276.79	N/A
368	Disconnect	NR9H3	N/A	\$76.07	N/A
369	Dark Fiber Interoffice Transport - NRC				
370	Connect	NRB54	N/A	\$348.47	N/A
371	Disconnect	NR9H5	N/A	\$139.55	N/A
372					
373	<b>Routine Modifications</b>				
374	<b>Routine Modifications of Existing Facilities Charge</b>	N3RUE	N/A	ICB	N/A
375					
376	<b>LNP</b>				
377	Local Number Portability /4/	NSR	\$0.00	N/A	
378					
379	Maintenance of Service Charges	VRP	N/A	\$ 51.00	N/A
380					
381	<b>OTHER</b>				
382	<b>DIRECTORY ASSISTANCE</b>				
383					
384	<b>Facility-Based DA</b>				
385	Directory Assistance, per call	OPEN	\$ 0.30	N/A	N/A
386	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	N/A	N/A
387	Directory Assistance/National Directory Assistance, Reverse DA, per call	OPEN	\$ 0.35	N/A	N/A
388	Branding - Other - Initial/Subsequent Load	OPEN		\$1,800.00	N/A
389	- per call	OPEN	\$ 0.025		
390	Branding - Facility Based - Initial/Subsequent Load				
391	- Branding, per trunk group	OPEN	N/A	\$ 800.00	N/A
392	Directory Assistance - Rate Reference - Initial Load	OPEN	N/A	\$ 2,200.00	N/A
393	Directory Assistance - Rate Reference - Subsequent Load	OPEN	N/A	\$ 1,000.00	N/A
394					
395	<b>DA Listings</b>				
396	<b>DA Listing Liscense</b>				
397	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
398	- per listing for initial load	OPEN	N/A	\$ 0.040	N/A
399	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
400	Option #2 Full File (all states inclusive) Billable Release				
401	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
402	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
403	- per usage/query	OPEN	N/A	\$ 0.020	N/A
404	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
405	- per listing for initial load	OPEN	N/A	\$ 0.050	N/A
406	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
407	Option #4 Pick & Choose (by state) Billable Release				
408	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
409	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
410	- per usage/query	OPEN	N/A	\$ 0.020	N/A
411					
412	<b>OPERATOR SERVICES</b>				
413	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	N/A	N/A
414	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	N/A	N/A
415	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	N/A
416	- per call	OPEN	\$ 0.025		
417	Branding - Facility Based - Initial/Subsequent Load				
418	- per trunk group	OPEN	N/A	\$ 800.00	N/A
419	Operator Services - Rate Reference - Initial Load	OPEN	N/A	\$ 2,200.00	N/A
420	Operator Services - Rate Reference - Subsequent Load	OPEN	N/A	\$ 1,000.00	N/A
421					
422	<b>Ancillary Message Billing Compensation (Per Message)</b>	OPEN	\$ 0.03	N/A	N/A
423					
424	<b>Structure Access - Poles &amp; Ducts</b>		Annually		
425	Poles (\$/attachment/yr.)* ##				
426	Per Foot Conduit Occupancy Fees ##		\$ 2.13		
427	Full Duct (\$/ft/yr.)		\$ 0.86		
428	Half Duct (\$/ft/yr.)		\$ 0.42		
429	Application fee	OPEN		\$ 200.00	
430	Unauthorized Attachment Fee			\$500 per Pole	
431	Unauthorized Occupancy Fee			\$50 per Conduit Foot	
432	*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.				
433	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
434					
435	New rates will be communicated to CLEC no later than November 1st for the succeeding year.				
436					
437					
438	<b>Emergency Number Service Access</b>				
439	911 Selective Router Interconnection				
440	-Each DSO installed	USAGE	\$ -	\$ 665.49	
441	-Analog Channel Interface	EVG9X	\$ 26.64	\$ 770.97	
442	ANI/ALI/SR and Database Management				
443	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.55	\$ -	

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SBC INDIANA  
Sept 16, 2005

APPENDIX PRICING/ISP-Bound  
SBC INDIANA/SPECTROTEL, INC.

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
444		Access Routing File, per carrier	USAGE	\$ 50.80	
446		911 Selective Router Switch Administration			
447		-Per Selective Router	USAGE	\$ 5.57	\$ 1,717.33
448					



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Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
449	<b>INTERCARRIER COMPENSATION</b>				
450	<b>End Office Switching</b>				
451	Set up charge, per call	USAGE	\$	0.011603	
452	Duration charge, per MOU	USAGE	\$	0.000830	
453	<b>Tandem Switching</b>				
454	Set up charge, per call	USAGE	\$	0.000400	
455	Duration charge, per MOU	USAGE	\$	0.000194	
456	<b>Tandem Transport Termination, per MOU</b>	USAGE	\$	0.000102	
457	<b>Tandem Transport Facility per MOU, per Mile</b>	USAGE	\$	0.000005	
458					
459	<b>Rate for Presumed ISP-Bound Traffic, as per FCC 01-131</b>	USAGE	\$	0.000700	
460					
461	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana				
462					
463	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,				
464	and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
465					
466	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of				
467					
468	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures				
469					
470	Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.				
471					
472	<b>RESALE</b>				
473	<b>BUSINESS</b>				
474	<b>LOCAL EXCHANGE SERVICE</b>				
475	Business 1 Party	RESALE		21.46%	21.46%
476	Business - Measured	RESALE		21.46%	21.46%
477	Customer Operated Pay Telephone (COPT)	RESALE		21.46%	21.46%
478					
479	<b>EXPANDED LOCAL CALLING</b>				
480	Extended Area Service	RESALE		21.46%	21.46%
481					
482	<b>VERTICAL SERVICES</b>				
483	Anonymous Call Rejection	RESALE		21.46%	21.46%
484	Repeat Dialing (Auto Redial)	RESALE		21.46%	21.46%
485	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE		21.46%	21.46%
486	Call Blocker	RESALE		21.46%	21.46%
487	Call Forwarding	RESALE		21.46%	21.46%
488	Call Forwarding - Busy Line	RESALE		21.46%	21.46%
489	Call Forwarding - Busy Line/Don't Answer	RESALE		21.46%	21.46%
490	Call Forwarding - Don't Answer	RESALE		21.46%	21.46%
491	Automatic CallBack (Call Return)	RESALE		21.46%	21.46%
492	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE		21.46%	21.46%
493	Call Trace	RESALE		21.46%	21.46%
494	Call Waiting	RESALE		21.46%	21.46%
495	Caller ID WithName (Calling Name)	RESALE		21.46%	21.46%
496	Caller ID (Calling Number)	RESALE		21.46%	21.46%
497	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE		21.46%	21.46%
498	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE		21.46%	21.46%
499	Remote Access to Call Forwarding (Grandfathered)	RESALE		0.00%	0.00%
500	Selective Call Forwarding	RESALE		0.00%	0.00%
501	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE		21.46%	21.46%
502	Remote Call Forwarding-Per Feature	RESALE		21.46%	21.46%
503	RCF, Interstate, Interexchange	RESALE		21.46%	21.46%
504	RCF, Intrastate	RESALE		21.46%	21.46%
505	RCF, Interstate, International	RESALE		21.46%	21.46%
506	RCF, Intrastate, Interexchange	RESALE		21.46%	21.46%
507	RCF to 800	RESALE		21.46%	21.46%
508	RCF Additional	RESALE		21.46%	21.46%
509	Speed Calling 8	RESALE		21.46%	21.46%
510	Speed Calling 30	RESALE		21.46%	21.46%
511	Three Way Calling	RESALE		21.46%	21.46%
512	Call Screening	RESALE		21.46%	21.46%
513	Busy Line Transfer	RESALE		21.46%	21.46%
514	Alternate Answer	RESALE		21.46%	21.46%
515	Message Waiting - Tone	RESALE		21.46%	21.46%
516	Easy Call	RESALE		21.46%	21.46%
517	Prime Number Service	RESALE		21.46%	21.46%
518	SBC Indiana Privacy Manager	RESALE		21.46%	21.46%
519	Name and Number Delivery Service	RESALE		21.46%	21.46%
520					
521	<b>DID</b>				
522	DID	RESALE		21.46%	21.46%
523					
524	<b>TRUNKS</b>				
525	Trunk	RESALE		21.46%	21.46%
526					
527	<b>AIN</b>				
528	Area Wide Networking	RESALE		21.46%	21.46%
529	SBC Indiana Switch Alternate Routing (ANSAR)	RESALE		21.46%	21.46%
530	SBC Indiana Customer Location Alternate Routing (ACLAR)	RESALE		21.46%	21.46%
531					
532	<b>OTHER</b>				
533	Grandfathered Services	RESALE		0.00%	0.00%
534	Promotions (Greater than 90 days)	RESALE		21.46%	21.46%
535	TouchTone (Business)	RESALE		21.46%	21.46%
536	TouchTone (Trunk)	RESALE		21.46%	21.46%

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Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
537	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%	0%
538	976 (976 Information Delivery Service)		RESALE	0%	0%
539	Access Services (See Access Tariff)		RESALE	0%	0%
540	Additional Directory Listings		RESALE	21.46%	21.46%
541	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%	0%
542	Connection Services		RESALE	21.46%	21.46%
543	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%
544	Shared Tenant Service		RESALE	0%	0%
545	Restoral of Service Charge		RESALE	0%	21.46%
546	<b>Data Services</b>				
547	Gigabit Ethernet Metropolitan Area Network (GigaMAN )		RESALE	21.46%	21.46%
548	PBX Trunks		RESALE	21.46%	21.46%
549	Mult-Service Optical Network (MON )		RESALE	21.46%	21.46%
550	OCn-PTP		RESALE	21.46%	21.46%
551	ADTS-E		RESALE	21.46%	21.46%
552	DS0		RESALE	21.46%	21.46%
553	DS1		RESALE	21.46%	21.46%
554	DS3		RESALE	21.46%	21.46%
555					
556	<b>ISDN</b>				
557	ISDN		RESALE	21.46%	21.46%
558					
559	<b>DIRECTORY ASSISTANCE SERVICES</b>		RESALE	21.46%	20.29%
560	Local Operator Assistance Service		RESALE	21.46%	21.46%
561					
562	<b>TOLL</b>				
563	TOLL		RESALE	21.46%	21.46%
564					
565	<b>OPTIONAL TOLL CALLING PLANS</b>				
566	Optional Toll Calling Plans		RESALE	21.46%	21.46%
567					
568	<b>CENTREX (PLEXAR)</b>				
569	SBC Indiana Centrex Service ACS		RESALE	21.46%	21.46%
570	SBC Indiana Centrex Network Manager		RESALE	0.00%	0.00%
571					
572	<b>PRIVATE LINE</b>				
573	Analog Private Lines		RESALE	21.46%	21.46%
574	Private Line Channel Services		RESALE	21.46%	21.46%
575					
576	<b>RESIDENCE</b>				
577	<b>LOCAL EXCHANGE SERVICE</b>				
578	Life Line		RESALE	0.00%	0.00%
579	Residence 1 Party		RESALE	21.46%	21.46%
580	Residence Measured		RESALE	21.46%	21.46%
581					
582	<b>EXPANDED LOCAL CALLING</b>				
583	Extended Area Service		RESALE	21.46%	21.46%
584	<b>VERTICAL SERVICES</b>				
585	Anonymous Call Rejection		RESALE	21.46%	21.46%
586	Repeat Dialing (Auto Redial)		RESALE	21.46%	21.46%
587	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	21.46%	21.46%
588	Call Blocker		RESALE	21.46%	21.46%
589	Call Forwarding		RESALE	21.46%	21.46%
590	Call Forwarding - Busy Line		RESALE	21.46%	21.46%
591	Call Forwarding - Busy Line/Don't Answer		RESALE	21.46%	21.46%
592	Call Forwarding - Don't Answer		RESALE	21.46%	21.46%
593	Automatic Call-Back (Call Return)		RESALE	21.46%	21.46%
594	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	21.46%	21.46%
595	Call Trace		RESALE	21.46%	21.46%
596	Call Waiting		RESALE	21.46%	21.46%
597	Caller ID with Name (Calling Name)		RESALE	21.46%	21.46%
598	Caller ID (Calling Number)		RESALE	21.46%	21.46%
599	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	21.46%	21.46%
600	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	21.46%	21.46%
601	Remote Access to Call Forwarding (GF)		RESALE	21.46%	21.46%
602	RCF, Interstate, Interexchange		RESALE	21.46%	21.46%
603	RCF, Intrastate		RESALE	21.46%	21.46%
604	RCF, Interstate, International		RESALE	21.46%	21.46%
605	RCF, Intrastate, Interexchange		RESALE	21.46%	21.46%
606	RCF to 800		RESALE	21.46%	21.46%
607	RCF Additional		RESALE	21.46%	21.46%
608	Selective Call Forwarding		RESALE	21.46%	21.46%
609	Speed Calling 8		RESALE	21.46%	21.46%
610	Three Way Calling		RESALE	21.46%	21.46%
611	Call Screening		RESALE	21.46%	21.46%
612	Busy Line Transfer		RESALE	21.46%	21.46%
613	Alternate Answer		RESALE	21.46%	21.46%
614	Message Waiting - Tone		RESALE	21.46%	21.46%
615	Easy Call		RESALE	21.46%	21.46%
616	SBC Indiana Privacy Manager		RESALE	21.46%	21.46%
617	Name and Number Delivery Service		RESALE	21.46%	21.46%
618					
619	<b>ISDN</b>				
620	ISDN		RESALE	21.46%	21.46%
621					
622	<b>DIRECTORY ASSISTANCE SERVICES</b>		RESALE	21.46%	21.46%
623	Local Operator Assistance Service		RESALE	21.46%	21.46%
624	Reverse Directory Assistance		RESALE	\$1.25	N/A

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Line	INDIANA			Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		First	Additional
625							

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Line	INDIANA					
2	<b>SBC Generic Rates</b>		<b>USOC</b>	<b>Recurring</b>	<b>Non-Recurring</b>	
				Monthly	First	Additional
626	<b>OTHER</b>					
627	Grandfathered Services		RESALE	0.00%	0.00%	
628	Promotions (Greater than 90 Days)		RESALE	21.46%	21.46%	
629	TouchTone		RESALE	21.46%	21.46%	
630	Home Services Packages		RESALE	21.46%	21.46%	
631	900/976 Call Blocking (900/976 Call Restriction)		RESALE	21.46%	21.46%	
632	976 (976 Information Delivery Service)		RESALE	21.46%	21.46%	
633	Access Services (See Access Tariff)		RESALE	0%	0%	
634	Additional Directory Listings		RESALE	21.46%	21.46%	
635	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	21.46%	21.46%	
636	Connection Services		RESALE	21.46%	21.46%	
637	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%	0%	
638	Shared Tenant Service		RESALE	0%	0%	
639						
640	<b>TOLL</b>					
641	Custom and Dedicated 800 Service (Home 800)		RESALE	21.46%	21.46%	
642	IntraLATA MTS		RESALE	21.46%	21.46%	
643	Toll Restriction		RESALE	21.46%	21.46%	
644						
645	<b>Electronic Billing Information Data (daily usage)</b>		RESALE	\$0.00		
646	per message					
647						
648	<b>Line Connection Charge</b>					
649	Residence		RESALE		2146%	
650	Business		RESALE		2146%	
651						
652	<b>Service Order/Service Request Charge</b>					
653	Residence		RESALE		2146%	
654	Business		RESALE		2146%	
655						
656	<b>Non-Electronic (Manual) Service Order Charge</b>					
657	Residence		RESALE		\$9.02	
658	Business		RESALE		\$9.02	

**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 Spectrotel, Inc. (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:  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$   
 $M_{\text{ILEC}} = \text{ILEC Average}$   
 $M_{\text{CLEC}} = \text{CLEC Average}$   
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$   
 $\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$   
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$   
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

*For Measurement results that are expressed as Percentages or Proportions:*

**Step 1:**

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

**Step 2:**

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

**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
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
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
<b>Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan</b>						
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
<b>Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan</b>						
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
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
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
<b>Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan</b>						
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)

## **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**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTOL, INC.

MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
	<b><u>NETWORK ELEMENTS</u></b>					
	<b><u>Loops</u></b>					
	<b>Loops</b>					
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						
31	<b>DSL Capable Loops</b>					
32	2-Wire xDSL Loop					
33	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.02		TBD	N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.42		TBD	N/A
35	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 9.51		TBD	N/A
36						
37	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.02		TBD	N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.42		TBD	N/A
39	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 9.51		TBD	N/A
40						
41	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.02		See NRC prices below	
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.42		See NRC prices below	
43	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 9.51		See NRC prices below	
44						
45	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.02		TBD	N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.42		TBD	N/A
47	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 9.51		TBD	N/A
48						
49	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.02		See NRC prices below	
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.42		See NRC prices below	
51	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 9.51		See NRC prices below	
52						
53	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.02		TBD	N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.42		TBD	N/A
55	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 9.51		TBD	N/A
56	4-Wire xDSL Loop					
57	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 32.35		See NRC prices below	
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.96		See NRC prices below	
59	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 17.51		See NRC prices below	
60	<b>IDSL Capable Loop</b>					
61	IDSL Loop Access Area C - Rural	UY5FC	\$ 19.93		See NRC prices below	
62	IDSL Loop Access Area B - Suburban	UY5FB	\$ 16.22		See NRC prices below	
63	IDSL Loop Access Area A - Metro	UY5FA	\$ 12.66		See NRC prices below	
64						
65	<b>Loop Non-Recurring Charges</b>					
66	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A		\$ 3.62	N/A
67	Service Order- Disconnect	NR9OE	N/A		\$ 1.77	N/A
68	Service Order- Subsequent	REAH9	N/A		\$ 3.46	N/A
69	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A		\$ 20.43	N/A
70	Loop Disconnect	NR9OG	N/A		\$ 6.71	N/A
71	Loop - Record Work Only	NR9UP	N/A		\$ 2.13	N/A
72	Loop Connection - Add/Change	REAH5	N/A		\$ 20.43	N/A
73	<b>DS0 - Service Non-Recurring</b>					
74	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A		\$ 0.00	N/A
75	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A		\$ 74.94	N/A
76	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A		\$ 239.23	N/A
77	Administration Charge, per order - Disconnect	NR9OJ	N/A		\$ 0.00	N/A
78	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A		\$ 56.56	N/A
79	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A		\$ 82.32	N/A
80	Cancellation or Change Service Charge-Analog Loop, per last critical date reached					
81	Design Layout Report Date /7/	NR95O	N/A		\$ -	N/A
82	Records Issue Date /7/	NR95P	N/A		\$ -	N/A

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

**MICHIGAN BELL**  
**TELEPHONE COMPANY d/b/a SBC MICHIGAN**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
83		Designed, Verified, and Assigned Date /7/	NR95Q	N/A	\$ 7.76	N/A
84		Plant Test Date /7/	NR95R	N/A	\$ 52.27	N/A
85		Cancellation or Change Service Charge-DS0 Loop, per last critical date reached				
86		Design Layout Report Date /7/	NR95S	N/A	\$0.00	N/A
87		Records Issue Date /7/	NR95T	N/A	\$0.00	N/A
88		Designed, Verified, and Assigned Date /7/	NR95U	N/A	\$0.00	N/A
89		Plant Test Date /7/	NR95V	N/A	\$0.00	N/A
90		Due Date Change Charge, per Order, per Occasion				
91		Analog Loop /7/	NR955	N/A	\$ 3.62	N/A
92		DS0 Loop /7/	NR956	N/A	\$ 0.26	N/A
93		<b>DS1 - Service Non-Recurring Charges</b>				
94		Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OR		\$ 3.54	
95		Provisioning Charge, per circuit, Install	PENDING		\$ 63.95	
96		Administration Charge, per order - Disconnect	NR9OT		\$ 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		<b>DS3 - Service Non-Recurring Charges</b>				
104		Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OY		\$ 3.54	
105		Provisioning Charge, per circuit, Install	PENDING		\$ 91.29	
106		Administration Charge, per order - Disconnect	NR9OZ		\$ 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						
114		<b>Service Coordination Fee, per central office /4/</b>	UFE	\$ 5.39	N/A	N/A
115						
116		<b>LST</b>				
117		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 151.21	
118		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 133.44	
119						
120		<b>Loop Qualification Process</b>				
121		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
122		Loop Qualification Process - Manual	NRBXU	N/A	\$0.00	N/A
123						
124		<b>DSL Conditioning</b>				
125		<b>DSL Conditioning Options - &gt;12KFT and &lt; 17.5KFT</b>				
126		Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
127		Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
128		Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
129		<b>DSL Conditioning Options - &gt;17.5KFT in addition to the rates for &gt; 12KFT and &lt; 17.5KFT</b>				
130		Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
131		Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
132		Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
133		<b>Remove All or NON-Excessive Bridged Tap ( RABT) - MMF</b>				
134		Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRMRJ		\$ 552.22	
135		Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP		\$ 936.67	
136		Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	NRMRS		\$ 552.22	
137						
138		Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRMRM		\$ 552.22	
139						
140		<b>SUB-LOOPS</b>				
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	

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

**MICHIGAN BELL**  
**TELEPHONE COMPANY d/b/a SBC MICHIGAN**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/			USOC	SBC RECURRING		SBC NON-RECURRING	
Line				Monthly		Initial	Additional
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	
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							
239		<b>Sub-Loop Non-Recurring Charges</b>					
240		<b>Analog Sub-Loop</b>					
241		<b>Service Ordering Charges</b>					
242		Installation, per occasion per location	PENDING	NA		\$ 3.62	NA
243		Disconnect, per occasion per location	PENDING	NA		\$ 2.13	NA
244		Subsequent, per occasion	PENDING	NA		\$ 3.02	NA
245		Record Work, per occasion	PENDING	NA		\$ 1.86	NA
246		Add or Change, per occasion	PENDING	NA		\$ 3.54	NA
247		Sub-Loop Connection Charge, per termination	PENDING	NA		\$ 17.82	NA
248		Sub-Loop Disconnection Charge, per termination	PENDING	NA		\$ 5.85	NA
249		<b>Sub Loop Provisioning Connect</b>					
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

TBD - To be determined  
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**MICHIGAN BELL**  
**TELEPHONE COMPANY d/b/a SBC MICHIGAN**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
256	<b>Sub Loop Provisioning Disconnect</b>					
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	<b>Sub Loop Conditioning</b>					
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	<b>Cross Connects</b>					
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	<b>DS1 Interoffice Mileage Per Point of Termination</b>					
281		Zone 1	CZ4X1	\$ 12.39		
282		Zone 2	CZ4X2	\$ 12.28		
283		Zone 3	CZ4X3	\$ 13.17		
284		Interzone	CZ4X4	\$ 13.36		
285	<b>DS1 Interoffice Milage Per Mile</b>					
286		Zone 1	1YZX1	\$ 0.69		
287		Zone 2	1YZX2	\$ 0.77		
288		Zone 3	1YZX3	\$ 0.50		
289		Interzone	1YZX4	\$ 0.20		
290	<b>DS1 Clear Channel Capability - Per DS1 Circuit Arranged</b>					
291		All Zones Connect	CLYX1-X3		\$ 75.28	
292		All Zones Disconnect	Pending		\$ 6.65	
293						
294	<b>DS1 Interoffice NRC (Connect + Disconnect)</b>					
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	<b>DS1 Installation and Rearrangement - Admin.Charge,Connect, Per Order</b>		ORCMX		\$ 3.14	
303		Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13	
304						
305	<b>DS3 Interoffice Milage Termination - Per Point of Termination</b>					
306		Zone 1	CZ4W1	\$ 129.82		
307		Zone 2	CZ4W2	\$ 114.98		
308		Zone 3	CZ4W3	\$ 110.02		
309		Interzone	CZ4W4	\$ 121.50		
310	<b>DS3 Interoffice Mileage - Per Mile</b>					
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	<b>DS3 Interoffice NRC (Connect + Disconnect)</b>					
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	<b>DS3 Installation and Rearrangement - Admin.Charge,Connect, Per Order</b>		ORCMX		\$ 3.14	
325		Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13	
326						
327	<b>Multiplexing</b>					
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	<b>Dedicated Transport Cross Connects</b>					
332		DS1	CXCDX	\$ 0.54	NA	NA
333		DS3	CXCEX	\$ 16.46	NA	NA
334	<b>Cancellation or Change Service Charge, per Last Critical Date Reached</b>					
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		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

TBD - To be determined  
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**MICHIGAN BELL**  
**TELEPHONE COMPANY d/b/a SBC MICHIGAN**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
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	<b>Due Date Change Charge Per Order or Occasion</b>					
348	DS1	Pending			\$ 0.43	
349	DS3	Pending			\$ 0.43	
350						
351	<b>Dark Fiber</b>					
352	Dark Fiber Interoffice					
353	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34		NA	NA
354	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.002196		NA	NA
355	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11		NA	NA
356	Inquiry (Per Request)					
357	Dark Fiber Interoffice Transport - NRC	NR9D6	NA		\$ 338.03	NA
358	Interoffice inquiry (Service Order) Charge, per request				\$ 2.33	
359	FIRM ORDER (Per Fiber Strand)					
360	Installation					
361	Administrative per Order	NRB51	NA		\$ 14.35	NA
362	Dark Fiber Interoffice Transport - NRC	NRB54	NA		\$ 466.62	NA
363	Disconnect					
364	Administrative per Order	NR9H2	NA		\$ 14.12	NA
365	Dark Fiber Interoffice Transport - NRC	NR9H5	NA		\$ 137.30	NA
366						
367	<b>Routine Modifications</b>					
368	Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB	NA
369						
370	<b>LNP</b>					
371	Local Number Portability /9/	NSR	\$0.00		N/A	
372	Maintenance of Service Charge	VRP	NA		\$ 71.00	
373						
374	<b>OTHER</b>					
375	<b>Directory Assistance</b>					
376						
377	<b>Facility- Based DA</b>					
378	Directory Assistance, per occurrence	OPEN	\$ 0.248852		NA	NA
379	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.004099		NA	NA
380	Directory Assistance/National Directory Assistance, per occurrence/Reverse DA, pe	OPEN	\$ 0.35		NA	NA
381	Branding - Other - Initial/Subsequent Load	OPEN			\$ 1,098.67	\$ 143.75
382	- per call	OPEN	\$ 0.003090			
383	Branding - Facility Based - Initial/Subsequent Load					
384	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
385	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
386	Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA
387						
388	<b>DA Listing License</b>					
389	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
390	- per listing for initial load	OPEN	NA		\$ 0.040	NA
391	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
392	Option #2 Full File (all states inclusive) Billable Release					
393	- per listing for initial load	OPEN	NA		\$ 0.020	NA
394	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
395	- per usage/query	OPEN	NA		\$ 0.020	NA
396	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
397	- per listing for initial load	OPEN	NA		\$ 0.050	NA
398	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
399	Option #4 Pick & Choose (by state) Billable Release					
400	- per listing for initial load	OPEN	NA		\$ 0.020	NA
401	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
402	- per usage/query	OPEN	NA		\$ 0.020	NA
403						
404	<b>Operator Services</b>					
405	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.017312		NA	NA
406	Operator Assisted Call Processing, per work second	OPEN	\$ 0.276712		NA	NA
407	Branding - Other - Initial/Subsequent Load	OPEN			1,098.67	143.75
408	- per call	OPEN	\$ 0.003090			
409	Branding - Facility Based - Initial/Subsequent Load					
410	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
411	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
412	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA		\$ 1,000.00	NA
413						
414	<b>Ancillary Message Compensation (per message)</b>					
415		OPEN	0.03		N/A	N/A
416	<b>Structure Access - Poles &amp; Ducts</b>					
417	Poles (\$/attachment/yr.)* ##	OPEN	\$ 1.57	Annually		
418	Per Foot Conduit Occupancy Fees ##	OPEN				
419	Full Duct (\$/ft/yr.)	OPEN	\$ 0.76			
420	Half Duct (\$/ft/yr.)	OPEN	\$ 0.38			
421	Application fee	OPEN			\$ 200.00	
422	Unauthorized Attachment Fee				\$ 500.00	Per Pole
423	Unauthorized Occupancy Fee				\$ 50.00	Per Conduit Foot
424						
425	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
426	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence					
427						
428	## Note: All pole and conduit license fees are for a period of one year from January 1 thru					
429						

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**MICHIGAN BELL**  
**TELEPHONE COMPANY d/b/a SBC MICHIGAN**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
Line			Monthly		Initial	Additional
430	<b>Emergency Number Service Access</b>					
431	911 Selective Router Interconnection					
432	-Each DSO installed					
433	-Analog Channel Interface	EVG9X	\$ 19.81			\$ 496.18
434	ANI/ALI/SR and Database Management					
435	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.93			\$0.00
436	911 Selective Router Switch Administration					
437	-Per Selective Router					
438						
439	<b>INTERCARRIER COMPENSATION</b>					
440	<b>End Office Local Termination</b>					
441	Set up charge, per call	USAGE	\$ 0.000622			
442	Duration charge, per MOU	USAGE	\$ 0.000521			
443	<b>Tandem Switching</b>					
444	Set up charge, per call	USAGE	\$ 0.000322			
445	Duration charge, per MOU	USAGE	\$ 0.000337			
446	<b>Tandem Transport Termination</b>					
447	Set up charge, per call	USAGE	\$ 0.000077			
448	Duration charge, per MOU	USAGE	\$ 0.000081			
449	<b>Tandem Transport Facility Mileage, per MOU per mile</b>	USAGE	\$ 0.000001			
450						
451	<b>Rate for Presumed ISP-bound Traffic as per FCC 01-131</b>		0.0007			
452	<b>RESALE</b>		<b>RESALE DISCOUNTS</b>			
453	<b>BUSINESS</b>		<b>RECURRING</b>		<b>NON-RECURRING</b>	
454	<b>LOCAL EXCHANGE SERVICE</b>					
455	Business 1 Party	RESALE	16.62%		16.62%	
456	Business - Measured	RESALE	16.62%		16.62%	
457	Customer Operated Pay Telephone (COPT)	RESALE	16.62%		16.62%	
458						
459	<b>EXPANDED LOCAL CALLING</b>					
460	Interzone	RESALE	16.62%		16.62%	
461						
462	<b>VERTICAL SERVICES</b>					
463	Anonymous Call Rejection	RESALE	16.62%		16.62%	
464	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
465	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
466	Call Blocker	RESALE	16.62%		16.62%	
467	Call Forwarding	RESALE	16.62%		16.62%	
468	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
469	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
470	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
471	Automatic CallBack (Call Return)	RESALE	16.62%		16.62%	
472	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
473	Call Trace	RESALE	16.62%		16.62%	
474	Call Waiting	RESALE	16.62%		16.62%	
475	Caller ID With Name (Calling Name)	RESALE	16.62%		16.62%	
476	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
477	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%		16.62%	
478	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%		16.62%	
479	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%		0%	
480	Selective Call Forwarding	RESALE	0%		0%	
481	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%		16.62%	
482	Remote Call Forwarding-Per Feature	RESALE	16.62%		16.62%	
483	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
484	RCF, Intrastate	RESALE	16.62%		16.62%	
485	RCF, Interstate, International	RESALE	16.62%		16.62%	
486	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
487	RCF to 800	RESALE	16.62%		16.62%	
488	RCF Additional	RESALE	16.62%		16.62%	
489	Speed Calling 8	RESALE	16.62%		16.62%	
490	Speed Calling 30	RESALE	16.62%		16.62%	
491	Three Way Calling	RESALE	16.62%		16.62%	
492	Call Screening	RESALE	16.62%		16.62%	
493	Busy Line Transfer	RESALE	16.62%		16.62%	
494	Alternate Answer	RESALE	16.62%		16.62%	
495	Message Waiting - Tone	RESALE	16.62%		16.62%	
496	Easy Call	RESALE	16.62%		16.62%	
497	Prime Number Service	RESALE	16.62%		16.62%	
498	SBC Michigan Privacy Manager	RESALE	16.62%		16.62%	
499	Name and Number Delivery Service	RESALE	16.62%		16.62%	
500						
501	<b>DID</b>					
502	DID	RESALE	16.62%		16.62%	
503						
504	<b>TRUNKS</b>					
505	Trunk	RESALE	16.62%		16.62%	
506						
507	<b>AIN</b>					
508	Area Wide Networking	RESALE	16.62%		16.62%	
509	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE	16.62%		16.62%	
510	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE	16.62%		16.62%	
511						
512	<b>OTHER</b>					
513	Grandfathered Services	RESALE	0.00%		0.00%	
514	Promotions (Greater than 90 days)	RESALE	16.62%		16.62%	
515	TouchTone (Business)	RESALE	16.62%		16.62%	
516	TouchTone (Trunk)	RESALE	16.62%		16.62%	

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 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTREL, INC.

MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
Line			Monthly		Initial	Additional
517	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
518	976 (976 Information Delivery Service)	RESALE	0%		0%	
519	Access Services (See Access Tariff)	RESALE	0%		0%	
520	Additional Directory Listings	RESALE	16.62%		16.62%	
521	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
522	Connection Services	RESALE	16.62%		16.62%	
523	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
524	Shared Tenant Service	RESALE	0%		0%	
525						
526	<b>Data Services</b>					
527	Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	16.62%		16.62%	
528	PBX Trunks	RESALE	16.62%		16.62%	
529	Mult-Service Optical Network (MON )	RESALE	16.62%		16.62%	
530	OCn-PTP	RESALE	16.62%		16.62%	
531	ADTS-E	RESALE	16.62%		16.62%	
532	DS0	RESALE	16.62%		16.62%	
533	DS1	RESALE	16.62%		16.62%	
534	DS3	RESALE	16.62%		16.62%	
535						
536	<b>ISDN</b>					
537	ISDN	RESALE	16.62%		16.62%	
538						
539	<b>DIRECTORY ASSISTANCE SERVICES</b>					
540	Directory Assistance Services	RESALE	16.62%		20.29%	
541	Local Operator Assistance Service	RESALE	16.62%		16.62%	
542						
543	<b>TOLL</b>					
544	TOLL	RESALE	16.62%		16.62%	
545						
546	<b>OPTIONAL TOLL CALLING PLANS</b>					
547	Optional Toll Calling Plans	RESALE	16.62%		16.62%	
548						
549	<b>CENTREX (PLEXAR)</b>					
550	SBC Michigan Centrex Service ACS	RESALE	16.62%		16.62%	
551	SBC Michigan Centrex Network Manager	RESALE	0%		0%	
552						
553	<b>PRIVATE LINE</b>					
554	Analog Private Lines	RESALE	16.62%		16.62%	
555	Private Line Channel Services	RESALE	16.62%		16.62%	
556						
557	<b>RESIDENCE</b>					
558	LOCAL EXCHANGE SERVICE					
559	Life Line	RESALE	0%		0%	
560	Residence 1 Party	RESALE	16.62%		16.62%	
561	Residence Measured	RESALE	16.62%		16.62%	
562						
563	<b>EXPANDED LOCAL CALLING</b>					
564	Interzone	RESALE	16.62%		16.62%	
565						
566	<b>VERTICAL SERVICES</b>					
567	Anonymous Call Rejection	RESALE	16.62%		16.62%	
568	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
569	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
570	Call Blocker	RESALE	16.62%		16.62%	
571	Call Forwarding	RESALE	16.62%		16.62%	
572	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
573	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
574	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
575	Automatic Call-Back (Call Return)	RESALE	16.62%		16.62%	
576	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
577	Call Trace	RESALE	16.62%		16.62%	
578	Call Waiting	RESALE	16.62%		16.62%	
579	Caller ID with Name (Calling Name)	RESALE	16.62%		16.62%	
580	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
581	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%		16.62%	
582	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent n	RESALE	16.62%		16.62%	
583	Priority Call	RESALE	16.62%		16.62%	
584	Remote Access to Call Forwarding (GF)	RESALE	0%		0%	
585	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
586	RCF, Intrastate	RESALE	16.62%		16.62%	
587	RCF, Interstate, International	RESALE	16.62%		16.62%	
588	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
589	RCF to 800	RESALE	16.62%		16.62%	
590	RCF Additional	RESALE	16.62%		16.62%	
591	Selective Call Forwarding	RESALE	16.62%		16.62%	
592	Speed Calling 8	RESALE	16.62%		16.62%	
593	Three Way Calling	RESALE	16.62%		16.62%	
594	Call Screening	RESALE	16.62%		16.62%	
595	Busy Line Transfer	RESALE	16.62%		16.62%	
596	Alternate Answer	RESALE	16.62%		16.62%	
597	Message Waiting - Tone	RESALE	16.62%		16.62%	
598	Easy Call	RESALE	16.62%		16.62%	
599	SBC Michigan Privacy Manager	RESALE	16.62%		16.62%	
600	Name and Number Delivery Service	RESALE	16.62%		16.62%	
601						
602	<b>ISDN</b>					
603	ISDN	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**  
 Sept 6, 2005

APPENDIX PRICING/ISP BOUND TRAFFIC  
 SBC MICHIGAN/SPECTROTTEL, INC.

MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING		SBC NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
604						
605	<b>Other (Resale)</b>					
606	<b>DIRECTORY ASSISTANCE SERVICES</b>					
607	Directory Assistance Services	RESALE	16.62%		16.62%	
608	Local Operator Assistance Service	RESALE	16.62%		16.62%	
609	Reverse Directory Assistance	RESALE	\$1.25			
610	OS/DA Reseller Branding - Initial Load Subsequent Load	RESALE			\$1,098.67	143.75
611	OS/DA OS/DA Reseller Branding - Per Call	RESALE	\$0.025			
612	OS/DA Reseller Rate Reference - Initial Load	RESALE			\$2,200.00	
613	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	RESALE			\$1,000.00	
614						
615	<b>OTHER</b>					
616	Grandfathered Services	RESALE	0%		0%	
617	Promotions (Greater than 90 Days)	RESALE	16.62%		16.62%	
618	TouchTone	RESALE	16.62%		16.62%	
619	Home Services Packages	RESALE	16.62%		16.62%	
620	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
621	976 (976 Information Delivery Service)	RESALE	0%		0%	
622	Access Services (See Access Tariff)	RESALE	0%		0%	
623	Additional Directory Listings	RESALE	16.62%		16.62%	
624	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
625	Connection Services	RESALE	16.62%		16.62%	
626	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
627	Shared Tenant Service	RESALE	0%		0%	
628	Restoral of Service Charge	RESALE			Tariff 20 Part 22 Section 2	
629						
630	<b>TOLL</b>					
631	Toll	RESALE	16.62%		16.62%	
632						
633	<b>Electronic Billing Information Data (daily usage)</b>	RESALE	\$0.00			
634	per message					
635						
636	<b>Line Connection Charge</b>					
637	Residence	RESALE			Tariff 20 Part 22 Section 2	
638	Business	RESALE			Tariff 20 Part 22 Section 2	
639	<b>Service Order/Service Request Charge</b>					
640	Residence	RESALE			Tariff 20 Part 22 Section 2	
641	Business	RESALE			Tariff 20 Part 22 Section 2	
642	<b>Non-Electronic (Manual) Service Order Charge</b>					
643	Residence	RESALE			Tariff 20 Part 22 Section 2	
644	Business	RESALE			Tariff 20 Part 22 Section 2	
645						
646	<b>Notes</b>					
647						
648	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.					
649	/3/ Only applies to pre-existing UNE-P Migrations.					
650	/4/ Applies only once per UNE-P Combination.					
651	/5/ Does not apply to Special Access to UNE conversions.					
652	/6/ Does not apply to new UNE-P installations.					
653	/7/ Does not apply to new EEL installations.					
654	/8/ Does not apply to pre-existing UNE-P Migrations.					
655	/9/ Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.					
656	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
657						

# **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: \_\_\_\_\_

**THE OHIO BELL**  
**TELEPHONE COMPANY d/b/a SBC OHIO**  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
2	<b><u>NETWORK ELEMENTS</u></b>			
3	<b><u>Loops</u></b>			
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	<b><u>DSL Capable Loops</u></b>			
33	<b><u>2-Wire xDSL Loop</u></b>			
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below
37				
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below
41				
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below
45				
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below
49				
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below
53				
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below
57	<b><u>4-Wire xDSL Loop</u></b>			
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below
61	<b><u>IDSL Capable Loop</u></b>			
62	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below
63	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below
64	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below
65				
66	<b><u>Loop Non-Recurring Charges</u></b>			
67	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02 N/A
68	Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02 N/A
69	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61 N/A
70	Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61 N/A
71	<b><u>Loop Non-Recurring Charges (DS3 Loops)</u></b>			

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



THE OHIO BELL  
TELEPHONE COMPANY d/b/a SBC OHIO  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring	
72	##	DS3 - Administrative	NR9OY	N/A	\$ 205.57	N/A
73	##	DS3 - Design & Central Office	NR9O1	N/A	\$ 643.36	N/A
74	##	DS3 - Customer Connection	NR9O3	N/A	\$ 219.32	N/A
75						
76		Service Coordination fee per account, per CO.		\$ 0.48		
77						
78	LST					
79	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76	
80		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03	
81						
82		Loop Qualification Process				
83	**	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
84	**	Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50	N/A
85						
86	** 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					
87	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;					
88	or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.					
89						
90		xDSL Conditioning Options				
91						
92	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28	N/A
93	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10	N/A
94						
95	***	DSL Conditioning Options - >12KFT and < 17.5KFT				
96	***	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
97	***	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
98	***	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
99	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
100	***	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
101	***	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
102	***	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
103	***					
104						
105	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who					
106	ordered/orders an xDSL capable loop, the HFPL and /or the HFPL, subject to retroactive true-up upon the PUCO's establishment of final rates:					
107	For loops 17,500 feet in actual loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim					
108	PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or					
109	around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply					
110	to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");					
111	and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop					
112	rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective					
113	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 - pe	NRMRS	None	\$ 245.00	
119		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 245.00	
120						
121	SUB-LOOPS					
122	##	ECS to SAI sub-loop				
123	##	2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below	
124	##	2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below	
125	##	2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below	
126	##	4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
127	##	4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below	
128	##	4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below	
129	##	2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below	
130	##	2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below	
131	##	2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below	
132	##	4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below	
133	##	4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below	
134	##	4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below	
135	##	ECS to Terminal sub-loop				
136	##	2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below	
137	##	2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below	
138	##	2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below	
139	##	4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below	
140	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below	
141	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below	
142	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below	

TBD - To be determined  
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NA - Not Applicable

**THE OHIO BELL**  
**TELEPHONE COMPANY d/b/a SBC OHIO**  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
143	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below
144	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
145	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
146	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
147	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
148	##	ECS to NID sub-loop			
149	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
150	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
151	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
152	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
153	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
154	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below
155	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
156	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
157	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
158	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
159	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
160	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
161	##	SAI to Terminal sub-loop			
162	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
163	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
164	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
165	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
166	##	4 Wire Analog - area C	PENDING	\$ 6.59	See NRC prices below
167	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
168	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
169	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
170	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
171	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
172	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
173	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
174	##	SAI to NID sub-loop			
175	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
176	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
177	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
178	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
179	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
180	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
181	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
182	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
183	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
184	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
185	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
186	##	4 Wire DSL - area D	PENDING	\$ 12.69	See NRC prices below
187	##	Terminal to NID sub-loop			
188	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
189	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
190	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
191	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
192	##	4 Wire Analog - area C	PENDING	\$ 3.62	See NRC prices below
193	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
194	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
195	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
196	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
197	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
198	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
199	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
200	##	NID sub-loop element			
201	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
202	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
204	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
205	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
206	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
207	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
208	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below
210	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
211	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below
212	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below

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**THE OHIO BELL**  
**TELEPHONE COMPANY d/b/a SBC OHIO**  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
213	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
214	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
216	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
217	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
219	##	<b>Sub-Loop Non-Recurring Charges</b>			
220	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
221	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
222	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
223	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
224	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
225	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
226	##	<b>Sub-Loop Service Order Charge</b>			
227	##	Establish, per occasion	PENDING		\$ 16.23
228	##	<b>Sub-Loop Line Connection Charge</b>			
229	##	per occasion	PENDING		\$ 31.00
230					
231		<b>Cross Connects</b>			
232		2-Wire	CXCT2	\$ 0.15	NA
233		4-Wire	CXCT4	\$ 0.29	NA
234		DS1/LT1	CXCDX	\$ 0.40	NA
235		DS3/LT3	CXC8X	\$ 0.70	NA
236	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 30.54	N/A
237					
238		<b>Dedicated Transport</b>			
239		<b>Interoffice Transport:</b>			
240	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	NA
241		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	NA
242	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	NA
243		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	NA
244		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	NA
245		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	NA
246					
247		<b>Multiplexing</b>			
248		<b>DS1 to Voice Grade</b>	QMVX1-X3	\$ 279.80	NA
249		<b>DS3 to DS1</b>	QM3X1-X3	\$ 372.85	NA
250					
251		<b>Dedicated Transport Cross Connects</b>			
252	DS1		CXCDX	\$ 0.40	NA
253	DS3		CXCEX	\$ 0.70	NA
254					
255		<b>Dedicated Transport Optional Features &amp; Functions</b>			
256	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
257					
258		<b>Dedicated Transport Installation &amp; Rearrangement Charges</b>			
259	DS1	Administration Charge - Per Order	ORCMX	NA	\$ 394.30
260		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 624.17
261		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 512.19
262	DS3	Administration Charge - Per Order	ORCMX	NA	\$ 299.28
263		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 663.29
264		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 351.77
265					
266		<b>Dark Fiber</b>			
267	##	<b>Dark Fiber Interoffice</b>			
268	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$75.79	NA
269	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00159	NA
270	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.20	NA
271	##	<b>Inquiry (Per Request)</b>			
272	##	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$290.65
273	##	<b>FIRM ORDER (Per Fiber Strand)</b>			
274	##	Administrative per Order			
275	##	Connect	NRB51	NA	\$11.53
276	##	Disconnect	NR9H2	NA	\$10.21
277	##	Connect	NRB52	NA	\$343.23
278	##	Disconnect	NR9H3	NA	\$90.67
279	##	Dark Fiber Interoffice Transport - NRC			
280	##	Connect	NRB54	NA	\$414.95
281	##	Disconnect	NR9H5	NA	\$160.42
282					

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THE OHIO BELL  
TELEPHONE COMPANY d/b/a SBC OHIO  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTEL, INC.

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring	
283	<b>Routine Modifications</b>				
284	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	
285					
286	<b>LNP</b>				
287	****Local Number Portability	NSR	\$0.00	N/A	
288	****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing				
289	effective October 1, 2004.				
290	Maintenance of Service Charge	VRP	NA	\$ 71.00	
291					
292	<b>OTHER</b>				
293	<b>## Directory Assistance</b>				
294	<b>Facility-based DA</b>				
295	Directory Assistance, per call	OPEN	\$ 0.30	NA	NA
296	Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search, per call	OPEN	\$ 0.35	NA	NA
297	Business Category Search (BCS), per call	OPEN	\$ 1.10	NA	NA
298	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
299					
300	<b>## Branding - Other - Initial/Subsequent Load</b>	OPEN		\$ 1,800.00	
301	- per call	OPEN	\$ 0.025		
302	<b>## Branding - Facility Based - Initial/Subsequent Load</b>				
303	- Branding, per trunk group	OPEN	NA	\$ 800.00	
304	<b>## Rate Reference - Initial Load</b>	OPEN	NA	\$ 2,200.00	NA
305	<b>## Rate Reference - Subsequent Load</b>	OPEN	NA	\$ 1,000.00	NA
306	<b>## DA Listing Liscense</b>				
307	<b>## Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)</b>				
308	- per listing for initial load	OPEN	NA	\$ 0.040	
309	- per listing for subsequent updates	OPEN	NA	\$ 0.060	
310	<b>## Option #2 Full File (all states inclusive) Billable Release</b>				
311	- per listing for initial load	OPEN	NA	\$ 0.020	
312	- per listing for subsequent updates	OPEN	NA	\$ 0.030	
313	- per usage/query	OPEN	NA	\$ 0.020	
314	<b>## Option #3 Pick &amp; Choose (by state) Non-billable Release (no query charges)</b>				
315	- per listing for initial load	OPEN	NA	\$ 0.050	
316	- per listing for subsequent updates	OPEN	NA	\$ 0.060	
317	<b>## Option #4 Pick &amp; Choose (by state) Billable Release</b>				
318	- per listing for initial load	OPEN	NA	\$ 0.020	
319	- per listing for subsequent updates	OPEN	NA	\$ 0.030	
320	- per usage/query	OPEN	NA	\$ 0.020	
321					
322	<b>## Operator Services</b>				
323	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	
324	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	
325	<b>## Branding - Other - Initial/Subsequent Load</b>	OPEN		\$ 1,800.00	
326	- per call	OPEN	\$ 0.025		
327	<b>## Branding - Facility Based - Initial/Subsequent Load</b>				
328	- per trunk group	OPEN	NA	\$ 800.00	NA
329	<b>## Operator Services - Rate Reference - Initial Load</b>	OPEN	NA	\$ 2,200.00	NA
330	<b>## Operator Services - Rate Reference - Subsequent Load</b>	OPEN	NA	\$ 1,000.00	NA
331					
332	<b>Ancillary Message Billing Compensation (Per Message)</b>	OPEN	\$ 0.03	NA	
333					
334	<b>Structure Access - Poles &amp; Ducts</b>		Annually		
335	Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.36		
336	Per Foot Conduit Occupancy Fees ##				
337	Full Duct (\$/ft/yr.)	OPEN	\$ 0.94		
338	Half Duct (\$/ft/yr)	OPEN	\$ 0.47		
339	Application fee	OPEN		\$ 200.00	
340	Unauthorized Attachment Fee per Pole			\$ 500.00	
341	Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00	
342	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
343	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
344	<b>## Note:</b> All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
345	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
346	New rates will be communicated to CLEC no later than November 1st for the succeeding year				
347					
348	<b>Emergency Number Service Access</b>				
349	911 Selective Router Interconnection				
350	-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98	
351	-Each DSO installed	USAGE	N/A	\$ 364.69	

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THE OHIO BELL  
TELEPHONE COMPANY d/b/a SBC OHIO  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
352		-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62
353		ANI/ALI/SR and Database Management			
354		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
355		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
356		911 Selective Router Switch Administration			
357		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
358					
359		<b>INTERCARRIER COMPENSATION</b>			
360		<b>End Office Local Termination</b>			
361		Duration charge, per MOU	USAGE	\$ 0.003600	
362		<b>Tandem Switching</b>			
363		Duration charge, per MOU	USAGE	\$ 0.000623	
364		<b>Tandem Transport Termination, per MOU</b>	USAGE	\$ 0.000146	
365		<b>Tandem Transport Facility Mileage, per MOU per mile</b>	USAGE	\$ 0.000006	
366					
367		<b>Rate for Presumed ISP-Bound Traffic as per FCC 01-131</b>	USAGE	\$ 0.0007	
368					
369	##	Rate elements not included in TELRIC order			
370		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
371	/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			
372		Combinations. 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			
373		is interim and subject to SBC Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,			
374		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are			
375		subject to true-up or true-down pending PUCO established rates.			
376		<b>RESALE</b>		<b>RESALE DISCOUNTS</b>	<b>RESALE DISCOUNTS</b>
377		<b>BUSINESS</b>		<b>RECURRING</b>	<b>NON- RECURRING</b>
378		<b>LOCAL EXCHANGE SERVICE</b>			
379		Business 1 Party	RESALE	20.29%	20.29%
380		Business - Measured	RESALE	20.29%	20.29%
381		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
382					
383		<b>EXPANDED LOCAL CALLING</b>			
384		Extended Area Service	RESALE	20.29%	20.29%
385					
386		<b>VERTICAL SERVICES</b>			
387		Anonymous Call Rejection	RESALE	20.29%	20.29%
388		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
389		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
390		Call Blocker	RESALE	20.29%	20.29%
391		Call Forwarding	RESALE	20.29%	20.29%
392		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
393		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
394		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
395		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
396		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
397		Call Trace	RESALE	20.29%	20.29%
398		Call Waiting	RESALE	20.29%	20.29%
399		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
400		Caller ID (Calling Number)	RESALE	20.29%	20.29%
401		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
402		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
403		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
404		Selective Call Forwarding	RESALE	0.00%	0.00%
405		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
406		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
407		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
408		RCF, Intrastate	RESALE	20.29%	20.29%
409		RCF, Interstate, International	RESALE	20.29%	20.29%
410		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
411		RCF to 800	RESALE	20.29%	20.29%
412		RCF Additional	RESALE	20.29%	20.29%
413		Speed Calling 8	RESALE	20.29%	20.29%
414		Speed Calling 30	RESALE	20.29%	20.29%
415		Three Way Calling	RESALE	20.29%	20.29%
416		Call Screening	RESALE	20.29%	20.29%
417		Busy Line Transfer	RESALE	20.29%	20.29%
418		Alternate Answer	RESALE	20.29%	20.29%
419		Message Waiting - Tone	RESALE	20.29%	20.29%
420		Easy Call	RESALE	20.29%	20.29%

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September 16, 2005**

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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
421		Prime Number Service	RESALE	20.29%	20.29%
422		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
423		Name and Number Delivery Service	RESALE	20.29%	20.29%
424					
425		<b>DID</b>			
426		DID	RESALE	20.29%	20.29%
427					
428		<b>TRUNKS</b>			
429		Trunk	RESALE	20.29%	20.29%
430					
431		<b>AIN</b>			
432		Area Wide Networking	RESALE	20.29%	20.29%
433		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
434		SBC Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
435		SBC Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
436					
437		<b>OTHER</b>			
438		Grandfathered Services	RESALE	0.00%	0.00%
439		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
440		TouchTone (Business)	RESALE	20.29%	20.29%
441		TouchTone (Trunk)	RESALE	20.29%	20.29%
442					
443		<b>Data Services</b>			
444		Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	20.29%	20.29%
445		PBX Trunks	RESALE	20.29%	20.29%
446		Mult-Service Optical Network (MON )	RESALE	20.29%	20.29%
447		OCn-PTP	RESALE	20.29%	20.29%
448		ADTS-E	RESALE	20.29%	20.29%
449		DS0	RESALE	20.29%	20.29%
450		DS1	RESALE	20.29%	20.29%
451		DS3	RESALE	20.29%	20.29%
452					
453		<b>ISDN</b>			
454		ISDN	RESALE	20.29%	20.29%
455					
456		<b>DIRECTORY ASSISTANCE SERVICES</b>	RESALE	20.29%	20.29%
457		Local Operator Assistance Service	RESALE	20.29%	20.29%
458		Reverse Directory Assistance	RESALE	\$1.25	NA
459		Business Category Search (BCS), per call	RESALE	20.29%	20.29%
460		<b>TOLL</b>			
461		TOLL	RESALE	20.29%	20.29%
462					
463		<b>OPTIONAL TOLL CALLING PLANS</b>			
464		Optional Toll Calling Plans	RESALE	20.29%	20.29%
465					
466		<b>CENTREX (PLEXAR)</b>			
467		CENTREX ACS	RESALE	20.29%	20.29%
468		CENTREX ACS SBC Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
469					
470		<b>PRIVATE LINE</b>			
471		Analog Private Lines	RESALE	20.29%	20.29%
472		Private Line Channel Services	RESALE	20.29%	20.29%
473					
474	<b>RESIDENCE</b>			<b><u>RESALE DISCOUNTS</u></b>	
475		<b>LOCAL EXCHANGE SERVICE</b>		<b><u>RECURRING</u></b>	<b><u>NON- RECURRING</u></b>
476		Life Line	RESALE	0.00%	0.00%
477		Residence 1 Party	RESALE	20.29%	20.29%
478		Residence Measured	RESALE	20.29%	20.29%
479					
480		<b>EXPANDED LOCAL CALLING</b>			
481		Extended Area Service	RESALE	20.29%	20.29%
482					
483		<b>VERTICAL SERVICES</b>			
484		Anonymous Call Rejection	RESALE	20.29%	20.29%
485		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
486		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
487		Call Blocker	RESALE	20.29%	20.29%
488		Call Forwarding	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**  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTTEL, INC.

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
489		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
490		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
491		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
492		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
493		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
494		Call Trace	RESALE	20.29%	20.29%
495		Call Waiting	RESALE	20.29%	20.29%
496		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
497		Caller ID (Calling Number)	RESALE	20.29%	20.29%
498		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
499		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num	RESALE	20.29%	20.29%
500		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
501		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
502		RCF, Intrastate	RESALE	20.29%	20.29%
503		RCF, Interstate, International	RESALE	20.29%	20.29%
504		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
505		RCF to 800	RESALE	20.29%	20.29%
506		RCF Additional	RESALE	20.29%	20.29%
507		Selective Call Forwarding	RESALE	20.29%	20.29%
508		Speed Calling 8	RESALE	20.29%	20.29%
509		Three Way Calling	RESALE	20.29%	20.29%
510		Call Screening	RESALE	20.29%	20.29%
511		Busy Line Transfer	RESALE	20.29%	20.29%
512		Alternate Answer	RESALE	20.29%	20.29%
513		Message Waiting - Tone	RESALE	20.29%	20.29%
514		Easy Call	RESALE	20.29%	20.29%
515		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
516		Name and Number Delivery Service	RESALE	20.29%	20.29%
517					
518		<b>ISDN</b>			
519		ISDN	RESALE	20.29%	20.29%
520					
521		<b>DIRECTORY ASSISTANCE SERVICES</b>	RESALE	20.29%	20.29%
522		Local Operator Assistance Service	RESALE	20.29%	20.29%
523		Reverse Directory Assistance	RESALE	\$1.25	NA
524					
525		<b>OTHER</b>			
526					
527		Grandfathered Services	RESALE	0.00%	0.00%
528		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
529		TouchTone	RESALE	20.29%	20.29%
530		Home Services Packages	RESALE	20.29%	20.29%
531					
532		<b>TOLL</b>			
533					
534		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
535		IntraLATA MTS	RESALE	20.29%	20.29%
536		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
537		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
538		Access Services (See Access Tariff)	RESALE	0%	0%
539		Additional Directory Listings	RESALE	20.29%	20.29%
540		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
541		Connection Services	RESALE	20.29%	20.29%
542		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
543		Shared Tenant Service	RESALE	0%	0%
544		Toll Restriction	RESALE	20.29%	20.29%
545		Restoral of Service Charge	RESALE	0%	0%
546					
547		<b>Electronic Billing Information Data (daily usage)</b>	RESALE	\$0.00	
548		per message			
549					

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

THE OHIO BELL  
TELEPHONE COMPANY d/b/a SBC OHIO  
September 16, 2005

APPENDIX PRICING - ISP-BOUND ONLY  
SBC OHIO/SPECTROTEL, INC.

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
550	<b>Local disconnect Report (LDR)</b>			
551	Per WTN	RESALE	\$0.00	
552				
553	<b>Line Connection Charge</b>			
554	Complex (Residence)	RESALE		20.29%
555	Complex (Business)	RESALE		20.29%
556	Simple (Residence)	RESALE		20.29%
557	Simple (Business)	RESALE		20.29%
558				
559	<b>Service Order/Service Request Charge</b>			
560	Complex (Residence)	RESALE		20.29%
561	Complex (Business)	RESALE		20.29%
562	Simple (Residence)	RESALE		20.29%
563	Simple (Business)	RESALE		20.29%
564				
565	<b>Non-Electronic (Manual) Service Order Charge</b>			
566	Complex (Residence)	RESALE		\$9.02
567	Complex (Business)	RESALE		\$9.02
568	Simple (Residence)	RESALE		\$9.02
569	Simple (Business)	RESALE		\$9.02



# **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:

Total Access Lines:

B

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

C

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

D

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.

# **APPENDIX PERFORMANCE MEASUREMENTS**



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## 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.

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