

Large Filing Separator Sheet

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- 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.
- 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 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th 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 the other terms and conditions of this Appendix, SBC-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 A Lawful UNE Local Loop 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. 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) for purposes of the deployment of xDSL-based technologies as more specifically provided in the xDSL and Line Splitting Appendix to, or elsewhere in, this Agreement. Lawful UNE Local Loops are 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. The terms and conditions for 2-wire and 4-wire xDSL loops are set forth in the xDSL and Line Splitting Appendix to, or elsewhere in this Agreement where xDSL loops are addressed. xDSL loops are not covered under this Appendix Lawful UNEs). CLEC agrees to operate each Lawful UNE Local 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 the Lawful UNE Local 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 "Bona Fide Request," 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 Loop 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 Lawful UNE Local 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 Local Loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested Lawful UNE Local Loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE Local Loop at no additional charge to CLEC. If, however, no spare Lawful UNE Local 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 Lawful UNE Local 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 Lawful UNE Local 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 As no other type of loop constitutes a Lawful UNE loop (other than 2-wire and 4-wire xDSL loops provided for elsewhere in this Agreement), SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of loop, including, but not limited to DS1, DS3 or higher capacity loops, or dark fiber loops. CLEC shall not request such loops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides a loop(s) that is not described or provided for in this Agreement, SBC-13STATE may, at any time, even after the loop(s) has been provided to CLEC, discontinue providing such loop(s) (including any combination(s) including that loop) 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 loop(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.

8.4 Intentionally Left Blank.

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 retail customers where there are no additional charges or minimum term commitments. 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 retail customers. Routine network modifications may entail activities such as

accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

- 8.5.3 Routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; removing or reconfiguring packetized transmission facility; or the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). 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 This Agreement does not require SBC-13STATE to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC-13STATE has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit SBC-13STATE from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC-13STATE complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).
- 8.5.6 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 (SBC CONNECTICUT).

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 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, 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.
- 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:

FROM:

TO:

- | | |
|---|--------------------------|
| 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) | Network Interface Device |

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, identifying the Lawful UNE Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than 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.
- 9.13.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
- 9.13.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 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 LEC 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 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. 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. RT Interface	Serving Area Interface or Feeder Distribution
2. RT	Terminal
3. RT	NID

11. LOCAL SWITCHING (ULS)

11.1 As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of local circuit or other switching, and CLEC shall not request local circuit or other switching under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides local circuit or other switching under this

Agreement, SBC-13STATE may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) 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 local circuit or other switching (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.

11.1.1 For purposes of this Appendix, local circuit switching (Local Switching) is defined as follows:

11.1.1.1 all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and

11.1.1.2 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

12. SHARED TRANSPORT (UST)

12.1 As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE otherwise provides shared transport under this Agreement, SBC-13STATE may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) 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 shared transport (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.

13. DEDICATED TRANSPORT

13.1 As no dedicated transport constitutes Lawful UNE dedicated transport, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of dedicated transport, and CLEC shall not request dedicated transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides dedicated transport under this Agreement, SBC-13STATE may, at

any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) 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 dedicated transport (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.

14. DEDICATED TRANSPORT AND LOOP DARK FIBER

- 14.1 As no dark fiber dedicated transport or dark fiber loop constitutes Lawful UNE dark fiber dedicated transport or dark fiber loop, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides dark fiber dedicated transport or dark fiber loop under this Agreement, SBC-13STATE may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) 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 dark fiber dedicated transport or dark fiber loop (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.

15. INTENTIONALLY LEFT BLANK

16. CALL-RELATED DATABASES

- 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. As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated to provide, and CLEC shall not request, call related databases under this Agreement (other than 911 and E911), including LIDB and CNAM-AS, LIDB and CNAM Queries, 800, or Access to AIN. CLEC access to any call related databases (other than 911 and E911) shall be pursuant to another agreement, including, where applicable, effective tariffs.

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 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 The cross connect is the media between the SBC-7STATE Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the SBC-7STATE Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where SBC-7STATE has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE Lawful UNE and another SBC-7STATE Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.
- 18.3 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for SBC MIDWEST REGION 5-STATE is provided as set forth in Appendix Pricing. For all other cross-connect pricing for SBC CONNECTICUT refer to the applicable state tariff.
- 18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a SBC-13STATE Lawful UNE Loop with another SBC-13STATE Lawful UNE are as follows:
- 18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access
 - 18.4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access
 - 18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access
- 18.5 The applicable Loop cross connects for the purpose of CLEC connecting a SBC SOUTHWEST REGION 5-STATE and SBC NEVADA Lawful UNE Loop to a CLEC's Collocated facilities are as follows:
- 18.5.1 2-Wire Analog Loop to Collocation
 - 18.5.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.5.3 4-Wire Analog Loop to Collocation
 - 18.5.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.5.5 2-Wire Digital Loop to Collocation
 - 18.5.6 2-Wire Digital Loop to Collocation (without testing)
 - 18.5.7 2-Wire DSL Shielded Cross Connect to Collocation
 - 18.5.8 4-Wire DSL Shielded Cross Connect to Collocation
 - 18.5.9 2-Wire DSL non-shielded Cross Connect to Collocation
 - 18.5.10 4-Wire DSL non-shielded Cross Connect to Collocation

18.6 The applicable cross connect for SBC MIDWEST REGION 5-STATE Lawful UNE Loop is as follows:

18.6.1 2-Wire

18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a SBC CALIFORNIA Lawful UNE Loop with a CLEC's own facilities are as follows:

18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access

18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access

18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access

18.7.4 DSL shielded Cross Connect to Adjacent Location point of access

18.8 The applicable cross connects for the purpose of a CLEC connecting a SBC CALIFORNIA Lawful UNE Loop to a CLEC's Collocated facility are as follows:

18.8.1 Voice Grade/ISDN EISCC

18.8.2 DS-0 EISCC

18.8.3 DSL Shielded Cross Connect to Collocation

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. However, CLEC may request and, to the extent required by law, SBC-13STATE may agree to provide Lawful UNES, through the Bona Fide Request (BFR) process.

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.

20. RESERVATION OF RIGHTS

20.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, 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 but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, 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 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 Red 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 without limitation, this Appendix), 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. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 20.2 Notwithstanding anything to the contrary herein, Level 3 shall be able to avail itself of any offers made by SBC to all CLECs, as a result of change of law or other regulatory action related to the subject matter of the UNE Appendix.

**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 **LEVEL 3** via the Centralized Message Distribution System (CMDS) NICS reports when **SBC MIDWEST REGION 5-STATE** is not the CMDS Host for the CLEC.

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:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
 - 2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.3.22 The Southern New England Telephone Company
 - 2.3.23 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 “Non-Intercompany Settlement” (NICS) is a revenue exchange process for messages which originate from LEVEL 3 and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to LEVEL 3. 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 LEVEL 3, or messages for calls originated by LEVEL 3 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 LEVEL 3 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 LEVEL 3. NICS settlement will be incorporated into LEVEL 3'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, LEVEL 3 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 or an industry standard format acceptable to SBC MIDWEST REGION 5-STATE for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 LEVEL 3 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 LEVEL 3 for all qualifying messages billed by LEVEL 3.
- 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 LEVEL 3 based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due LEVEL 3 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 NIM
(NETWORK INTERCONNECTION METHODS)**

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for purposes not permitted under the Act.
- 1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

2.0 NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 RESERVED FOR FUTURE USE

- 2.1.1 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 **LEVEL 3's** network for the exchange of traffic.
- 2.1.2 An "End Office POI" is a point of interconnection at an end office and is used when an **SBC-13STATE's** End Office Switch does not subtend an **SBC-13STATE** Local Tandem Switch.
- 2.1.3 An End Office POI will only be used to originate traffic from and/or terminate traffic to the End Office where the End Office POI is located.
- 2.1.4 The Parties agree that **LEVEL 3** has the right to choose a single POI, End Office POI(s), or multiple POIs.
- 2.1.5 When **LEVEL 3** has established a single POI (or multiple POIs) in a LATA, **LEVEL 3** agrees to establish an additional POI:
 - (i) at a tandem separate from the existing POI arrangement, or
 - (ii) at an End Office not served by a Local Tandem,

when traffic through the existing POI arrangement to that tandem and its subtending end offices, or to the End Office not served by a Local Tandem, exceeds twenty-four (24) DSIs at peak over three (3) consecutive months.

2.1.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met

2.2 RESERVED FOR FUTURE USE

2.3 Points of interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.4 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. In the event either Party makes changes to its network architecture including, but not limited to trunking changes or adding new switches, then the Parties will negotiate the establishment of such new POIs as may be necessary subject to Section 2.1 above. The new POIs will be documented and distributed to both Parties.

2.5 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 Local Interconnection Trunk Groups required for the exchange of traffic between LEVEL 3 and SBC-13STATE.

2.6 In the event that either Party is going to make a change to its physical architecture which may or will impact the other Party, the changing Party will provide written notice to the other Party so as to allow both Parties to properly coordinate the activities required between them.

2.7 LEVEL 3 is financially responsible for the facilities that carry OS/DA, BLVI, 911, mass calling and Meet Point trunk groups, which trunk groups are described and defined in Appendix ITR, however, for the facilities that carry mass calling and Meet-Point trunk groups, the Parties shall be responsible in accordance with their obligations to bring traffic to the POI.

2.8 Unless LEVEL 3 has established a POI at the collocation, in an SBC-13STATE End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of LEVEL 3 consistent with the treatment of the financial responsibility for the POI in this Agreement.

2.9 Technical Interfaces

2.9.1 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.

- 2.9.2 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 LEVEL 3 will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.9.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3.0 METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

- 3.1.1 When LEVEL 3 provides its own facilities or uses the facilities of a 3rd party to a SBC-13STATE Tandem or End Office and requests to place its own transport terminating equipment at that location, LEVEL 3 may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When LEVEL 3 provides its own facilities or uses the facilities of a 3rd party to a SBC-13STATE Tandem or End Office and requests that SBC-13STATE place transport terminating equipment at that location on LEVEL 3's behalf, LEVEL 3 may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable state tariff. Virtual Collocation allows LEVEL 3 to choose the equipment vendor and does not require that LEVEL 3 be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

- 3.3.1 LEVEL 3 may lease facilities from a third party.

3.4 Fiber Meet Interconnection

- 3.4.1 Reserved for future use.
- 3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized, unless the parties agree otherwise.
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet

will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

- 3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.4.5 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.
- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.7 LEVEL 3 will provide fiber cable to the last entrance (or SBC-13STATE designated) manhole at the SBC-13STATE Tandem or End Office switch. SBC-13STATE shall make all necessary preparations to receive and to allow and enable LEVEL 3 to deliver fiber optic facilities into that manhole. LEVEL 3 will provide a sufficient length of Fiber cable for SBC-13STATE to pull through the SBC-13STATE cable vault. LEVEL 3 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. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.8 LEVEL 3 location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC-13STATE. This location is LEVEL 3's responsibility to provision and maintain.
- 3.4.9 The SBC-13STATE location includes all SBC-13STATE FOT, multiplexing and fiber required to terminate the optical signal provided from LEVEL 3. This location is SBC-13STATE's responsibility to provision and maintain.
- 3.4.10 SBC-13STATE and LEVEL 3 shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.12 LEVEL 3 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 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 For each Interconnection within an SBC-13STATE area, LEVEL 3 shall provide written notice to SBC-13STATE of the need to establish Interconnection in accordance with Section 2. The parties agree that they will exchange necessary information on forms (as set forth in SBC's CLEC Handbook, published on the CLEC Online website) and in a manner that ensures that they can quickly and efficiently establish such POIs. LEVEL 3 shall provide all applicable network information on forms acceptable to SBC-13STATE (as set forth in SBC's CLEC Handbook, published on the CLEC Online website.)

4.2 Upon SBC-13STATE's receipt from LEVEL 3 of a notice pursuant to Section 4.1, the Parties shall schedule a meeting within thirty (30) days to negotiate and mutually agree on the particulars of the local Interconnection, to be documented as described in Section 2. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Reserved for future use

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.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5.0 RESERVED FOR FUTURE USE

6.0 OUT OF EXCHANGE TRAFFIC

- 6.1** Out of Exchange traffic shall be consistent with the Appendix Out of Exchange Traffic attached to this agreement.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP (NUMBER PORTABILITY)

1.0 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 LEVEL 3.

2.0 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 executed). 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 as of the date of this agreement 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 the time frame represented in the BFR (bona fide request) Exhibit 1 attached hereto.. 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 LEVEL 3

- 2.4.1 LEVEL 3 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, LEVEL 3 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 LEVEL 3 requests that an NXX in an LRN capable SBC-12STATE switch become portable, LEVEL 3 shall follow the industry standard LERG procedure.
- 2.4.4 LEVEL 3 shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 LEVEL 3 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 For any switch from which the Parties have not already successfully ported numbers, 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 lawfully required 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 lawfully required 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) SBC-12STATE Official Communications Services (OCS) NXXs; and (ii) 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 5 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 CPN (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 LEVEL 3 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. Recovery of carrier-specific costs directly related to providing long-term number portability shall be determined by the Parties' tariffs filed with the FCC in accordance with applicable FCC rules and orders, provided that the conditions set forth in 47 CFR § 52.33 are met.

3.0 **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 LEVEL 3 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 LEVEL 3 provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to LEVEL 3's central office.

3.3 Obligations of SBC-12STATE

- 3.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by LEVEL 3. 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 LEVEL 3 for the use of its choke network by LEVEL 3'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 LEVEL 3

- 3.4.1 LEVEL 3 shall agree to adhere to SBC-12STATE LSR format and mass calling due date intervals.

- 3.4.2 LEVEL 3 shall provide the facility and DID trunk group from the SBC-12STATE CSO to LEVEL 3's serving office. LEVEL 3 shall size this one-way MF trunk group.

- 3.4.3 LEVEL 3 shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5 LEVEL 3 Mass Calling Codes

- 3.5.1 Should LEVEL 3 assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), LEVEL 3 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 LEVEL 3. In order to allow the Parties time to order and install such mass calling trunks, LEVEL 3 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 LEVEL 3 both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4.0 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 the optional use of the SBC-12STATE LNP database via the SPNP Query Service-Database. When LEVEL 3 orders SPNP Query Service-Database, SBC-12STATE shall charge and LEVEL 3 agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. LEVEL 3'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, LEVEL 3 will access SBC-12STATE's facilities via an SS7 link to the SBC-12STATE STP.
- 4.5 When purchasing the SLNP Query Service - Database, LEVEL 3 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.

5.0 RESERVED FOR FUTURE USE.

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), LEVEL 3 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. In accordance with said Order, 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)

Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
 _____ (contact name/address/number)
 _____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
 _____ (address of provider)
 _____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1):

_____ (CLLI 2):

_____ (CLLI 3):

Authorized company representative signature/title: _____

APPENDIX NUMBERING

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APPENDIX NUMBERING

1.0 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will coordinate with respect to NXX assignments.

1.2 RESERVED FOR FUTURE USE.

2.0 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 LEVEL 3 is properly certified by the appropriate regulatory body, LEVEL 3 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).

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. For SBC-13STATE territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.

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 Business Integrated Routing/Rating Database (BIRRDs) or other appropriate system(s) necessary to update the 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.

3.0 RESERVED FOR FUTURE USE

**APPENDIX
OUT OF EXCHANGE TRAFFIC**

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in the General Terms and Conditions to this Agreement).
- 1.2 Reserved for future use.
- 1.3 Reserved for future use.
- 1.4 Reserved for future use.
- 1.5 Reserved for future use.
- 1.6 Reserved for future use.
- 1.7 Reserved for future use.
- 1.8 Reserved for future use.
- 1.9 "**Out of Exchange LEC (OE-LEC)**" means LEVEL 3 operating within SBC-13STATE's incumbent local exchange area and providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's Xlocal exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, LEVEL 3 intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect LEVEL 3's network with SBC-13STATE's network(s).
- 2.2 For purposes of this Appendix, LEVEL 3 agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other Appendices to this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide LEVEL 3 with access to unbundled network elements (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 LEVEL 3's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available UNEs and access to 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 LEVEL 3 in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to LEVEL 3 for the purposes of LEVEL 3 providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision UNEs or to provide access to 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 SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in LEVEL 3's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with 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 LEVEL 3 for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which LEVEL 3's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 LEVEL 3 shall provide and SBC-13STATE shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, SBC-13STATE will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.
- 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 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. LEVEL 3 and SBC-13STATE will immediately notify each other of any protective control action planned or executed.
- 3.5 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.

- 3.6 LEVEL 3 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.
- 3.7 Reserved for future use.
- 3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and other relevant sections, if any, in this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 LEVEL 3 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 Section 251 (b)(5) Traffic and ISP-bound traffic in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to LEVEL 3'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 LEVEL 3 Out of Exchange Traffic at its tandem switch or over local interconnection facilities that currently exist or may exist in the future between the Parties to or from LEVEL 3'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 LEVEL 3 and SBC-13STATE, the Parties agree to establish a Direct Final ("DF") 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, LEVEL 3 shall establish a trunk group for Section 251 (b)(5) Traffic, ISP-bound traffic and IntraLATA traffic from LEVEL 3 to each SBC-13STATE serving tandem in a LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a LEVEL 3 switch and an SBC-13STATE Tandem as further provided in Appendix ITR to the Agreement.
- 4.4 The Parties shall route originating Out of Exchange Traffic according to the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 will route Out of Exchange Traffic directly to the SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, 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 (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by LEVEL 3. This also includes traffic that is destined to End Offices that do not subtenant SBC-13STATE's tandem. SBC-13STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 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 LEVEL 3 to SBC-13STATE's tandem(s) will provide LEVEL 3 accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtenant 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 NXXs 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 NXXs that are served by that End Office(s).
- 4.10 SBC-13STATE will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251 (b)(5) and ISP-Bound Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

- 7.1 The compensation arrangement for Intrastate Intra LATA Traffic exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

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

- 8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Intercarrier Compensation Appendix of this Agreement.

9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC

- 9.1 SBC-13STATE will exchange InterLATA Section 251 (b)(5) and ISP-Bound traffic with LEVEL 3 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 LEVEL 3's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC Region shall exchange such traffic using a two-way direct final trunk group (i) via a facility to LEVEL 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.

- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 LEVEL 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA Section 251 (b)(5) and ISP-Bound local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.
- 9.5 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 (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by LEVEL 3. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE's tandem. SBC-13STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 9.6 SBC-13STATE will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.
- 9.7 The compensation arrangement for InterLATA Section 251 (b)(5) and ISP Bound Traffic shall be governed by the compensation terms and conditions for Section 251 (b)(5) and ISP Bound Calls in Intercarrier Compensation Appendix in this Agreement.

APPENDIX OSS - RESALE & UNE

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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 LEVEL 3 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.

2. RESERVED FOR FUTURE USE

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 LEVEL 3 is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, LEVEL 3 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, if LEVEL 3 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 LEVEL 3 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, LEVEL 3 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, LEVEL 3 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, LEVEL 3 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 LEVEL 3 systems, workstations or terminals or by LEVEL 3 employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by LEVEL 3 and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within SBC-13STATE regions, LEVEL 3'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 LEVEL 3 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, LEVEL 3 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, LEVEL 3 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, LEVEL 3 shall have obtained an authorization to become the End User's local service provider. Accessing such information by LEVEL 3 shall constitute certification that LEVEL 3 is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. LEVEL 3 shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). LEVEL 3 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 LEVEL 3 under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by LEVEL 3 of this section.
- 3.3.3 Throughout SBC-13STATE region, LEVEL 3 is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of LEVEL 3's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, LEVEL 3 agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. LEVEL 3 is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, LEVEL 3 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 LEVEL 3. In addition, LEVEL 3 agrees to indemnify and hold SBC-13STATE harmless against any claim made by an End User of LEVEL 3 or other third parties against SBC-13STATE caused by or related to LEVEL 3's use of any SBC-13STATE OSS.
- 3.5 In the event SBC-13STATE has good cause to believe that LEVEL 3 has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory LEVEL 3 is doing business shall give LEVEL 3 written notice describing the alleged misuse ("Notice of Misuse"). LEVEL 3 shall immediately refrain from the alleged misuse until such time that LEVEL 3 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 LEVEL 3 agrees with the allegation of misuse, LEVEL 3 shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event LEVEL 3 does not agree that LEVEL 3'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, LEVEL 3 shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC-13STATE to be improper, until LEVEL 3 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 LEVEL 3 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 LEVEL 3's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of LEVEL 3'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 LEVEL 3 ("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), LEVEL 3 shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate LEVEL 3 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 LEVEL 3 will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to LEVEL 3 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. LEVEL 3 will also provide a single point of contact for technical issues related to LEVEL 3'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 LEVEL 3 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. LEVEL 3 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 LEVEL 3 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 LEVEL 3 ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to LEVEL 3 so that LEVEL 3 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 SBC-13STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides SBC-13STATE 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. LEVEL 3 agrees that LEVEL 3'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 LEVEL 3, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 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 LEVEL 3'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 LEVEL 3 access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once LEVEL 3 has developed its own interface, allow LEVEL 3 to access the pre-order functions for Resale services and UNE. 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 LEVEL 3 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 LEVEL 3 access to the functions of pre-ordering to order SBC SOUTHWEST REGION 5-STATE business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC CALIFORNIA Resale service.

4.4.1.7 Intentionally left blank

4.4.1.8 SBC CONNECTICUT provides LEVEL 3 access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications, currently grandfathered per CMP, is being retired via CMP, in March 2004. W-CIWin has been replaced with the Uniform GUI – Enhanced Verigate.

4.4.1.8.1 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application, currently grandfathered per CMP, until its retirement is being retired in March 2004 and has been replaced with the Uniform GUI – Web-based Toolbar.

4.4.1.9 SBC CONNECTICUT also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 Other Pre-order Function Availability

- 4.5.1 Where pre-ordering functions are not available electronically, LEVEL 3 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 LEVEL 3 with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC-13STATE will provide LEVEL 3 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 LEVEL 3 provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, LEVEL 3 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 LEVEL 3 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 LEVEL 3 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, LEVEL 3 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 new 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 and SBC CALIFORNIA regions, SORD interface provides LEVEL 3 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 LEVEL 3 initiated modification of service orders submitted electronically by LEVEL 3 via the following SBC SOUTHWEST REGION 5-STATE OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). LEVEL 3 should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, LEVEL 3 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 LEVEL 3 chooses to use SORD to issue orders and/or modify EASE generated orders, then LEVEL 3 becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. LEVEL 3 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.

5.2.5.2 In SBC CALIFORNIA region, any service order errors will be corrected by the LSC. LEVEL 3 will be given a list generated by the LSC of LEVEL 3 order errors, and LEVEL 3 will be responsible for contacting their customer when necessary to clear an error. With LEVEL 3 being the point of contact for their customer, LEVEL 3 agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In SBC CONNECTICUT, Resale ordering is supported by W-CIWin (SBC CONNECTICUT's proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.

5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, LEVEL 3 and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC-13STATE ordering requirements.

5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**

SBC-13STATE will provision Resale services and UNE as detailed in LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 and SBC CALIFORNIA regions, as detailed in section 5.2.3, 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 LEVEL 3 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, LEVEL 3 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 LEVEL 3 to perform 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 (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by LEVEL 3 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. LEVEL 3 and SBC-13STATE will exchange requests over a mutually agreeable X.25-based network.
 - 6.1.3 In SBC-7STATE, Trouble Administration (TA) system access provides LEVEL 3 with SBC-7STATE software that allows LEVEL 3 to submit trouble reports and subsequently check status on trouble reports for LEVEL 3 End-Users. TA will provide the ability to review the maintenance history of a converted Resale LEVEL 3 account. TA is accessible via SBC-7STATE Classic Toolbar.
 - 6.1.4 In SBC CONNECTICUT for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in September 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

- 7.1 SBC-13STATE will bill LEVEL 3 for Resold services and UNEs. SBC-13STATE will send associated billing information to LEVEL 3 as necessary to allow LEVEL 3 to perform billing functions. At minimum SBC-13STATE will provide LEVEL 3 billing information in a paper format, or via 18-track magnetic tape, as agreed to between LEVEL 3 and SBC-13STATE. Such alternate bill media will be made available to LEVEL 3 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, LEVEL 3 may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in SBC SOUTHWEST REGION 5-STATE, LEVEL 3 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, LEVEL 3 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, LEVEL 3 may elect to receive its bill on CD.
- 7.2.5 For Resale Services in SBC SOUTHWEST REGION 5-STATE, LEVEL 3 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, LEVEL 3 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 LEVEL 3 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. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the SBC-8STATE region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.
- 7.2.8 In SBC CONNECTICUT, LEVEL 3 may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In SBC MIDWEST REGION 5-STATE, LEVEL 3 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 UNE will also be available via the following interfaces:
- 7.3.1 SBC-13STATE makes available to LEVEL 3 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 LEVEL 3's paper bill.
- 7.3.2 In SBC SOUTHWEST REGION 5-STATE, LEVEL 3 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, LEVEL 3 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, LEVEL 3 may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when LEVEL 3's End Users, utilizing SBC-13STATE ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the SBC-8STATE region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

- 8.1 LEVEL 3 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 LEVEL 3 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. LEVEL 3 may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where LEVEL 3 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, LEVEL 3 may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," LEVEL 3 shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require LEVEL 3 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. LEVEL 3 shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require LEVEL 3 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, LEVEL 3 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. LEVEL 3 shall maintain a user-id / password unique to each individual for accessing a SBC-13STATE OSS on LEVEL 3's behalf. LEVEL 3 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, LEVEL 3 shall attend and participate in implementation meetings to discuss LEVEL 3 LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 LEVEL 3 agrees that interconnection of LEVEL 3 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 LEVEL 3 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 **LEVEL 3** shall immediately notify the ISCC when a employee uscrd 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 **LEVEL 3** 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 **LEVEL 3** 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, LEVEL 3 or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, LEVEL 3 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 LEVEL 3 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, LEVEL 3 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 LEVEL 3 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 LEVEL 3 students in each class. LEVEL 3 agrees that charges will be billed by SBC-13STATE and LEVEL 3 payment is due thirty (30) days following the bill date. LEVEL 3 agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which LEVEL 3 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 LEVEL 3, the LEVEL 3's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

11.4 LEVEL 3 agrees to pay the cancellation fee of the full price noted in the separate agreement if LEVEL 3 cancels scheduled classes less than two (2) weeks prior to the scheduled start date. LEVEL 3 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 LEVEL 3 agrees that LEVEL 3 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 LEVEL 3 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, LEVEL 3 requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For SBC-7STATE, LEVEL 3 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-7STATE, LEVEL 3 requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 For SBC-13STATE, should LEVEL 3 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.
- 13.5 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 LEVEL 3 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, LEVEL 3 shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:
- 14.2.1 LEVEL 3 shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where LEVEL 3 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 LEVEL 3's use of a Service Bureau Provider shall not relieve LEVEL 3 of the obligation to abide by all terms and conditions of this Agreement. LEVEL 3 must ensure that its agent properly performs all OSS obligations of LEVEL 3 under this Agreement, which LEVEL 3 delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of LEVEL 3 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 LEVEL 3 provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from LEVEL 3 that it has terminated its agency relationship with a Service Bureau Provider.

- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, 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 LEVEL 3'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 PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in this state.

2. DEFINITIONS

The definitions applicable to this Appendix, to the extent not found herein, can be found in the Appendix GT&C.

3. RESERVED FOR FUTURE USE.

4. GENERAL DESCRIPTION OF OFFERING

- 4.1 SBC-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.
- 4.2 **Scope:** Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC-13STATE Premises as defined in Appendix GT&C. LEVEL 3 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 4.3, following. SBC-13STATE will provide caged, shared caged, shared common, cageless, and other Physical Collocation arrangements within its Premises. When space is Legitimately Exhausted inside an Premises, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix so that LEVEL 3 will have a variety of collocation options from which to choose.
- 4.3 **Purpose:** 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 Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and 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.
- 4.4 This Appendix contains the sole and exclusive terms and conditions pursuant to which LEVEL 3 will obtain physical collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any LEVEL 3 order for any 251(c)(6) physical collocation as being

submitted under this Appendix. In addition, SBC-13STATE will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) physical collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. SBC-13STATE will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.

4.5 Types of Available Physical Collocation Arrangements

SBC-13STATE will make each of the arrangements outlined below available within its Premises in accordance with this Appendix so that LEVEL 3 will have a variety of collocation options from which to choose:

4.5.1 Caged Physical Collocation

The Caged Collocation option provides LEVEL 3 with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Premises to be used by LEVEL 3 for the sole purpose of installing, maintaining and operating LEVEL 3-provided equipment.

4.5.1.1 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, LEVEL 3 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., 50 square feet of cage space for a single bay) and will ensure that the first collocater in a SBC-13STATE premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in the Collocation Rate Summary attached to this Appendix and incorporated herein by this reference.

4.5.1.2 When LEVEL 3 constructs its own cage and related equipment, LEVEL 3 will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

4.5.1.3 LEVEL 3 must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. LEVEL 3 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 this Appendix will apply. If LEVEL 3 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 Section 20.2.2.2.2 following applies.

4.5.2 Caged Shared Collocation

SBC-13STATE will provide Caged Shared Collocation as set forth in this Section 4.5.2 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 4.5.2.2 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

4.5.2.1 LEVEL 3 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, via Augment Application, 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.

4.5.2.2 SBC-13STATE will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC-13STATE may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where SBC-13STATE receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

4.5.2.3 SBC-13STATE will not place unreasonable restrictions on LEVEL 3's use of a cage, and as such will allow LEVEL 3 to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, LEVEL 3 shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SBC-13STATE's charges to LEVEL 3.

4.5.3 Cageless Physical 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 Legitimately Exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Appendix GT&C. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. **LEVEL 3** 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** will not require **LEVEL 3** to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 4.11 of this Appendix. Accordingly, **SBC-13STATE** will not provide **LEVEL 3**'s personnel or agents with direct access to **SBC-13STATE**'s main distribution frame

4.5.4 Caged Common Collocation

SBC-13STATE will provide Caged Common Collocation as set forth in the following.

4.5.4.1 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.

4.5.4.2 Reserved for Future Use.

4.5.4.3 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of five hundred and fifty (550) sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed five hundred and fifty (550) sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will

be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Sections 20.2 of this Appendix.

- 4.5.5 SBC-13STATE will provide other collocation arrangements as required by FCC rules or state commissions. 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 Premises that such an arrangement is technically feasible

- 4.5.5.1 LEVEL 3 must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. LEVEL 3 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 this Appendix will apply. If LEVEL 3 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 Section 20.2.2.2.2.1 following applies.

4.6 Reserved for future use.

4.7 Reserved for future use.

- 4.8 Cross-connects between LEVEL 3 and other telecommunication carriers collocated at SBC-13STATE premises will be allowed in accordance with applicable state and federal law, rules and regulations. SBC-13STATE will offer LEVEL 3 the following methods of collocating cross-connects:

- 4.8.1 SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to LEVEL 3's or another carrier's POT when LEVEL 3 is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.
- 4.8.2 SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to LEVEL 3's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.
- 4.8.3 SBC-13STATE will extend SBC-13STATE UNEs to LEVEL 3's or another carrier's UNE frame that is located outside the SBC-13STATE

Central Office where the UNEs are to be combined (e.g., in an enclosure, such as a cabinet provided by SBC-13STATE on SBC-13STATE property).

4.9 Reserved for future use.

4.10 SBC-13STATE shall permit LEVEL 3 to place its own connecting transmission facilities, subject to compliance with reasonable safety limitations, within SBC-13STATE's Premises in LEVEL 3's Physical Collocation space, without requiring LEVEL 3 to purchase any equipment or connecting facilities solely from SBC-13STATE.

4.11 Security

4.11.1 LEVEL 3 will conduct background checks of its personnel and technicians who will have access to the collocation space. LEVEL 3 technicians will be security-qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards.

4.11.2 LEVEL 3 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 LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required.

4.11.3 LEVEL 3 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://elec.sbc.com/elec>.

4.11.4 LEVEL 3 and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of LEVEL 3 or SBC-13STATE in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of LEVEL 3 or SBC-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other SBC-13STATE property:

4.11.4.1 theft or destruction of SBC-13STATE's or LEVEL 3's property;

4.11.4.2 use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE property;

- 4.11.4.3 threats or violent acts against other persons on SBC-13STATE property;
 - 4.11.4.4 Knowing violations of any local, state or federal law on SBC-13STATE property;
 - 4.11.4.5 Permitting unauthorized persons access to SBC-13STATE or LEVEL 3's equipment on SBC-13STATE property; and
 - 4.11.4.6 Carrying a weapon on SBC-13STATE property.
- 4.11.5 In addition, LEVEL 3 and SBC-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC-13STATE or LEVEL 3 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://elec.sbc.com/elec> for Physical Collocation in SBC-13STATE, provided the Handbook and any and all updates to it are timely provided to LEVEL 3 at no charge. Provided, however, that if said policy or practice is different from the policies and practices in the version of the Handbook that was in effect as of August 1, 2004, then any such appropriate disciplinary steps shall be subject to the mutual agreement of the parties.
- 4.11.5.1 Prior to any permanent denial of access, either SBC-13STATE or LEVEL 3 may request a meeting to address the circumstances.
- 4.11.6 LEVEL 3 will provide indemnification as set forth in Section 15 of this Appendix and insurance as set forth in Section 18 of this Appendix to cover any damages caused by LEVEL 3'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.
- 4.11.7 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 Premises to separate its equipment, SBC-13STATE may recover the costs (as reasonably allocated to each affected collocator) 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 Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Premises and any other reasonable security measure for such Premises.

- 4.11.7.1 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.
- 4.11.7.2 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.
- 4.11.7.3 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 Premises.
- 4.11.7.4 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.
- 4.11.7.5 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 Premises to separate its equipment and then recover the cost from collocators.
- 4.11.7.6 If SBC-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to LEVEL 3 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.

4.12 Relocation

- 4.12.1 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 Premises to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Premises, LEVEL 3 is required to move its Dedicated Space or adjacent space collocation structure. SBC-13STATE will notify the resident Collocator(s) in writing within five 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 LEVEL 3 is required to relocate under this Section, LEVEL 3 will not be required to pay any Planning Fee or application fees associated with arranging for new space. LEVEL 3 shall be responsible 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 Premises 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, LEVEL 3'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.
- 4.12.2 If SBC-13STATE determines that LEVEL 3 must relocate due to any of the above reasons, SBC-13STATE will make all reasonable efforts to minimize disruption of LEVEL 3's services. In addition, the costs of the move will be shared equally by SBC-13STATE and LEVEL 3, unless the Parties agree to a different financial arrangement.
- 4.12.3 If LEVEL 3 requests that the Dedicated Space be moved within the Premises in which the Dedicated Space is located, to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Premises, SBC-13STATE shall permit LEVEL 3 to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. LEVEL 3 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 Premises (where applicable) shall be deemed the Premises in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

5. SPACE AVAILABILITY

5.1 Adjacent Space Collocation – Where Physical Collocation space within SBC-13STATE Premises is Legitimately Exhausted, as that term is defined in Appendix GT&C, SBC-13STATE will permit LEVEL 3 to physically collocate on SBC-13STATE's property in adjacent controlled environmental vaults 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 LEVEL 3. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by LEVEL 3. SBC-13STATE will offer the following increments of power to the Adjacent On-site structure: SBC-13STATE will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC-13STATE will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, LEVEL 3 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 LEVEL 3 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 LEVEL 3. LEVEL 3 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.

5.1.1 The Adjacent Off-site Arrangement is available if LEVEL 3's site is located on a property that is contiguous to or within one standard city block of the SBC-13STATE Central Office or Premises. Such arrangement shall be used for interconnection and access to Lawful UNEs. When LEVEL 3 elects to utilize an Adjacent Off-site Arrangement,

LEVEL 3 shall provide both the AC and DC power required to operate such facility. LEVEL 3 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. LEVEL 3 may subscribe to facilities available in the UNE rate schedule of LEVEL 3's Agreement.

- 5.1.2 At the time LEVEL 3 requests this Arrangement, LEVEL 3 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, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with SBC-13STATE's facilities, to LEVEL 3 within ten (10) days receipt of the Application. SBC-13STATE shall make best efforts to meet the time intervals requested by LEVEL 3. If SBC-13STATE cannot meet LEVEL 3's proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.
- 5.1.3 In the event that interior space in an Premises becomes available, SBC-13STATE will provide the option to LEVEL 3 to relocate its equipment from an Adjacent On-site or an Adjacent Off-site facility into the interior space. In the event that LEVEL 3 chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.
- 5.2 In responding to an application request if space is not available, SBC-13STATE will notify LEVEL 3 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.
 - 5.2.1 When space for Physical Collocation in a particular Premises is not available, SBC-13STATE shall place LEVEL 3 on the waiting list for collocation in a particular Premises according to the date on which LEVEL 3 submitted its application for Physical Collocation in that Premises.
 - 5.2.2 In the event SBC-13STATE denies LEVEL 3's request and LEVEL 3 disputes the denial, LEVEL 3 may request a tour of the Premises 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.

- 5.2.3. SBC-13STATE will file a copy of the notification letter denying LEVEL 3's request with the appropriate Commission. In the event of a denial, SBC-13STATE will concurrently submit to both the appropriate Commission and LEVEL 3, 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 LEVEL 3, the total amount of space at the premises, detailed floor plans, 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.
- 5.2.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for LEVEL 3, who will participate in the tour.
- 5.2.5 If LEVEL 3's agent believes, based on the inspection tour of the Premises facilities, that the denial of Physical Collocation space is insupportable, LEVEL 3's agent shall promptly so advise SBC-13STATE. LEVEL 3 and SBC-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. LEVEL 3 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.
- 5.2.6 SBC-13STATE will provide all relevant documentation to LEVEL 3's 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 LEVEL 3's agent on the inspection tour.
- 5.3 SBC-13STATE shall maintain a publicly available document for viewing on the Internet indicating its Premises, 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 Premises runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC-13STATE, such information will be placed on the website <https://clec.sbc.com/clec>. SBC-13STATE will update the public document on the first day of each month to include all newly available information.
- 5.4 SBC-13STATE will submit to a requesting carrier a report indicating SBC-13STATE's available collocation space in a particular SBC-13STATE Premises

upon request. This report will specify the amount of collocation space available at each requested Premises, 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

Should LEVEL 3 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.

- 5.5 To the extent possible, SBC-13STATE will make contiguous space available to LEVEL 3 if LEVEL 3 seeks to expand an existing Physical Collocation arrangement and if such request meets SBC-13STATE's non-discriminatory practices regarding efficient space utilization.
- 5.6 SBC-13STATE may retain, for a certain period a limited amount of floor space for SBC-13STATE's own specific future uses on terms no more favorable to SBC-13STATE or its affiliates than those that apply to other telecommunications carriers, including LEVEL 3, seeking to reserve Collocation space for their own future use. With the exception of space needed by SBC-13STATE for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable state or federal rule, order, law or award, SBC-13STATE will relinquish any space held for its future use before denying a request for Physical Collocation on grounds of space limitations. However, if SBC-13STATE demonstrates to the applicable state commission that Physical Collocation is not technically feasible, and that space does not exist, SBC-13STATE will not be obligated to provide Physical Collocation and the Parties will attempt to reach a mutually agreeable alternative method of interconnection.

At the request of the applicable state commission or LEVEL 3, SBC-13STATE shall remove any unused obsolete equipment (e.g., "retired in-place") from its premises.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R § 51.323 of the FCC's rules, and all applicable state and federal laws, LEVEL 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.
- 6.1.1 SBC-13STATE will also permit LEVEL 3 to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.
- 6.2 Reserved for future use.
- 6.3 Reserved for future use.
- 6.4 Reserved for future use.
- 6.5 Reserved for future use.
- 6.6 Reserved for future use.
- 6.7 Reserved for future use.
- 6.8 Reserved for future use.
- 6.9 Reserved for future use.
- 6.10 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of LEVEL 3's equipment and facilities in LEVEL 3's Physical Collocation space.
- 6.11 All types of network equipment placed in SBC-13STATE Premises by SBC-13STATE or LEVEL 3 must meet the SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) LEVEL 3'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) LEVEL 3 must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC central office (including SBC-13STATE) prior to January 1, 1998, with no known history of safety problems.
- 6.12 In the event that SBC-13STATE denies Collocation of LEVEL 3's equipment, citing that such equipment does not meet acceptable safety standards, SBC-

13STATE will provide, within five (5) business days of LEVEL 3'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. In addition to this list, SBC-13STATE also will provide an affidavit attesting that all of the SBC-13STATE equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Premises. The affidavit must set forth in detail the exact safety requirement(s) that LEVEL 3's equipment does not satisfy, SBC-13STATE's basis for concluding that LEVEL 3's equipment does not meet this safety requirement(s), and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.

- 6.13 In the event that LEVEL 3 submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that LEVEL 3's equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, LEVEL 3 must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that LEVEL 3 equipment is already collocated improperly then (i) if the equipment does not meet minimum safety standards LEVEL 3 will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then LEVEL 3 will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.
- 6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Premises, or those personnel, network or facilities 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 Premises in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Premises 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.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

As provided in this Appendix, SBC-13STATE shall notify LEVEL 3 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

- 7.1.1 SBC-13STATE shall refund the applicable fees if it is unable to provision the collocation space to LEVEL 3's specifications, and as a result, LEVEL 3 does not take occupancy of the space.
- 7.1.2 If SBC-13STATE determines that LEVEL 3's Physical Collocation Application is unacceptable, SBC-13STATE shall advise LEVEL 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide LEVEL 3 with sufficient detail so that LEVEL 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, LEVEL 3 must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by LEVEL 3 and not resulting from a request of SBC-13STATE, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 7.2 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 Premises in which the Dedicated Space is located. SBC-13STATE will permit LEVEL 3 to review the contractor invoices. LEVEL 3 will be permitted to contract its own work for the preparation activities within LEVEL 3'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 LEVEL 3 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
- 7.3 *Recurring/Non-Recurring charges*
- LEVEL 3 shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall be as set forth in this Agreement for the term of this ICA unless modified upon renegotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 Monthly Charges

7.3.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after LEVEL 3 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 of this Appendix for use of the Dedicated Space.

7.3.1.2 Billing of monthly recurring charges shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SBC-13STATE may change its billing date practices upon thirty (30) day's notice to LEVEL 3.

7.3.2 Nonrecurring Charges

7.3.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Premises.

7.3.2.2 SBC will use best efforts to provide LEVEL 3 with the billing for all costs incurred in the establishment of Physical Collocation within one hundred eighty (180) days of the billing cycle. The Parties agree that backbilling will apply according to Section 8.11 of the General Terms and Conditions contained within this Agreement.

7.3.3 ICBs

An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in 0020the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request ("BFR") process used to request UNEs or other unique items not contained in LEVEL 3's ICA.

7.3.4 The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required.

7.4 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

Premises 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 Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Premises and any other reasonable security measure for such Premises.

- 7.5 LEVEL 3 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.
- 7.6 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, to all existing LEVEL 3 collocation arrangements, including those established before the Effective Date. 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.

The fact that SBC-13STATE may have additional work to perform after LEVEL 3 completes its work shall not bar the start of such recurring charges, provided that the remaining work to be completed by SBC-13STATE does not materially impair LEVEL 3 from operating in the space.

8. USE OF DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use – As provided in Section 6.1 above, LEVEL 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, LEVEL 3 shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.
- 8.2 Reserved for future use.
- 8.3 A complete and accurate list of all the equipment and facilities that LEVEL 3 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. LEVEL 3 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.

8.4 Reserved for future use.

8.5 Reserved for future use.

8.6 SBC-13STATE will not delay LEVEL 3 employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. SBC-13STATE will provide LEVEL 3 with reasonable access to restroom facilities and parking. All access is provided subject to compliance by LEVEL 3's employees, agents and contractors with SBC-13STATE's policies and practices pertaining to fire, safety and security (i.e., LEVEL 3 must comply with Section 6.11 of this Appendix).

8.6.1 Upon the discontinuance of service, LEVEL 3 shall surrender the Dedicated Space or land for an adjacent structure to SBC-13STATE, in the same condition as when first occupied by LEVEL 3, except for ordinary wear and tear.

8.7 **Threat to Personnel, Network or Facilities:** LEVEL 3 equipment, operating practices, or other activities or conditions attributable to LEVEL 3 that represent a demonstrable threat to SBC-13STATE's network, equipment, or facilities, including the Premises, or to the network, equipment, or facilities of any person or entity located in the Premises, are strictly prohibited.

8.8 **Interference or Impairment:** Operation of any equipment, facilities or any other item placed in the Dedicated Collocation Space shall not interfere with or impair service over SBC-13STATE's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within the Premises; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Collocation Space, or the Premises; impair the privacy of any communications carried in, from, or through the network, equipment or facilities of the Dedicated Collocation Space or the Premises; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.9 **Alterations:** In no case shall LEVEL 3 or any person acting through or on behalf of LEVEL 3 make any arrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Premises in which the Dedicated Space is located without the advance written permission of SBC-13STATE, which permission shall not be unreasonably withheld. The cost of any SBC-13STATE provided construction shall be paid by LEVEL 3 in accordance with SBC-13STATE's custom work order process.

8.10 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations,

and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Website.

- 8.11 When LEVEL 3's Physical Collocation arrangement is within the Premises, LEVEL 3 may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). SBC-13STATE will provide the necessary backup power to ensure against power outages.
- 8.12 LEVEL 3 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 LEVEL 3 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.
- 8.13 LEVEL 3 is responsible for bringing its facilities to the entrance manhole(s) designated by SBC-13STATE, and leaving sufficient length in the cable in order for SBC-13STATE to fully extend LEVEL 3-provided facilities through the cable vault to the Dedicated Space. SBC-13STATE will inform LEVEL 3 in writing (or email) of the length of slack cable that SBC-13STATE requires in order to fully extend LEVEL 3-provided facilities through the cable vault to the Dedicated Space no later than 60 days after LEVEL 3 has placed the application for such entrance facilities.
- 8.14 Demarcation Point - A Point of Termination (POT) Frame is not required as the demarcation point. However, LEVEL 3 may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in SBC-13STATE-designated area within the Premises. If LEVEL 3 elects not to provide a POT Frame, SBC-13STATE will hand off the Interconnection Arrangement(s) cables to LEVEL 3 at its equipment.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 SBC-13STATE is responsible for providing LEVEL 3 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, LEVEL 3 will have access to its collocated equipment in the Premises twenty-four (24) hours a day, seven (7) days a week and SBC-13STATE will not delay LEVEL 3's entry into an Premises.
- 9.1.1 LEVEL 3 is responsible for providing to SBC-13STATE personnel a contact number for LEVEL 3 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.

9.1.2 SBC-13STATE shall maintain for the Premises 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 LEVEL 3 for its administrative use within its Dedicated Space will be provided in accordance with applicable SBC-13STATE tariffs.

9.2 LEVEL 3 is responsible for making best efforts to provide prompt verbal notification to SBC-13STATE of significant outages or operations problems which could impact or degrade SBC-13STATE's network, switches or services, with an estimated clearing time for restoration. In addition, LEVEL 3 will provide written notification within 24 hours. When trouble has been identified, LEVEL 3 is responsible for providing trouble status reports, when requested by SBC-13STATE.

9.2.1 SBC-13STATE is responsible for making best efforts to provide prompt verbal notification to LEVEL 3 of significant outages or operations problems which could impact or degrade LEVEL 3's network, switches or services, with an estimated clearing time for restoration. In addition, SBC-13STATE will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC-13STATE is responsible for providing trouble status reports when requested by LEVEL 3.

9.3 Fiber Optic Cable Entrances

SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and LEVEL 3 (typically a SBC-13STATE manhole) at which LEVEL 3 fiber optic cable can enter the Premises, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Premises.

9.3.1 LEVEL 3 is responsible for bringing its fiber optic entrance cable to an accessible point outside of the Premises designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such LEVEL 3 - provided cable to the Dedicated Space. LEVEL 3 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 LEVEL 3 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.

9.3.2 SBC-13STATE shall provide a minimum of two separate points of entry into the Premises 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 Premises in excess of two 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 LEVEL 3 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 LEVEL 3 in LEVEL 3's written request, LEVEL 3 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 LEVEL 3 in the first twelve (12) months.

9.4 Regeneration may be required for collocation in an Adjacent Structure if the cabling distance between LEVEL 3'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 LEVEL 3 specifically requests regeneration. LEVEL 3 will provide regeneration at its own expense.

9.5 **Removal:** LEVEL 3 is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Premises in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical Collocation arrangement. After such time, SBC-13STATE may remove the abandoned materials and LEVEL 3 is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC-13STATE, including any materials used in the removal and the time spent on such removal, at the then applicable hourly rate for custom work. LEVEL 3 will hold SBC-13STATE harmless from the failure to return any such equipment, property or other items.

9.6 **LEVEL 3's Equipment and Facilities:** LEVEL 3 is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. LEVEL 3 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:

9.6.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.3.1;

- 9.6.2 its equipment;
 - 9.6.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 9.6.4 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 **LEVEL 3** and only if and as required; and
 - 9.6.5 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.
- 9.7 All types of network equipment placed in **SBC-13STATE** network equipment areas of Premises by **SBC-13STATE** or **LEVEL 3** must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'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) **LEVEL 3** 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. **LEVEL 3** 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.
- 9.8 **SBC-13STATE** is responsible for coordinating with **LEVEL 3** to ensure that services are installed in accordance with the service request.
- 9.9 When **LEVEL 3**'s Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
- 9.10 **SBC-13STATE** will not delay a **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL 3**'s employees, agents and contractors with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security (i.e., **LEVEL 3** must comply with Section 6.11 of this Appendix).

- 9.11 SBC-13STATE shall ensure that the construction of Dedicated Space and the Premises comply with all applicable fire and safety codes. The preparation shall be arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

10. TESTING AND ACCEPTANCE

- 10.1 Upon LEVEL 3's request, which request shall be made no later than ten (10) business days before the end of the Delivery Interval, LEVEL 3 and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to LEVEL 3. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk-through. The correction of these exceptions from LEVEL 3's Physical Collocation request shall be at SBC-13STATE's expense. Monthly recurring charges shall not commence until SBC-13STATE has made its corrections and LEVEL 3 has completed a follow-up acceptance walk-through.

11. DELIVERY INTERVALS

- 11.1 SBC-13STATE will provide Physical Collocation arrangements in Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Premises, LEVEL 3 will provide a completed Physical Collocation 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 Section 20.2.1).

- 11.1.1 LEVEL 3, wishing SBC-13STATE to consider multiple methods for collocation in an Premises 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 LEVEL 3 provides adequate information and its preferences with its application, SBC-13STATE would not require an additional application, nor would LEVEL 3 be required to restart the quotation interval should its first choice not be available in an Premises. If LEVEL 3 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 LEVEL 3's requested collocation method due to space constraints and LEVEL 3 determines that it wishes SBC-13STATE to consider an alternative method of collocation, LEVEL 3 would be required to submit an additional application. This would not

result in incremental application costs to LEVEL 3 as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of LEVEL 3's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will advise LEVEL 3 of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 11.1.3 will apply where multiple applications are received). SBC-13STATE will allow LEVEL 3 to retain its place in the collocation queue so long as LEVEL 3 cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

11.1.2 In responding to an application request, if space is available, SBC-13STATE shall advise LEVEL 3 that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. SBC-13STATE will not select for LEVEL 3 the type of Physical Collocation to be ordered.

11.1.3 Should multiple applications be submitted by LEVEL 3 within a ten (10) calendar day period, the following quotation intervals will apply: (SEE table)

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

11.1.4 Should LEVEL 3 submit 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.

11.1.5 SBC-13STATE will complete construction of Cageless Collocation in Premises such as CEVs, Huts and Vaults in ninety (90) days from the receipt of LEVEL 3'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. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Premises apply where LEVEL 3 is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Premises where LEVEL 3 is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC-13STATE will add thirty (30) calendar days to the provisioning interval.

11.2 Augments

11.2.1 SBC-13STATE will provide a reduced interval for LEVEL 3 with existing Physical Collocation space when it requests the following interconnection augments for that existing space. LEVEL 3 must submit to SBC-13STATE's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for LEVEL 3's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

11.2.1.1 A sixty (60) calendar day interval will apply only when LEVEL 3 requests any of the following augments; 1) SBC-13STATE will perform a cage expansion of 300 square feet or less immediately adjacent to LEVEL 3'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 between one LEVEL 3 and another Collocator provided LEVEL 3 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; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

11.2.1.2 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 Central Office space different than described above will require LEVEL 3 to submit an application. The price quote will contain the charges and the construction interval for that application.

11.2.1.3 The construction interval for these other augments will not exceed ninety (90) days. SBC-13STATE will work cooperatively with LEVEL 3 to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

- 11.2.1.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to **LEVEL 3** by **SBC-13STATE**.
- 11.2.2 All revisions to an initial request for a Physical Collocation arrangement submitted by **LEVEL 3** via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; 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). However, 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. **LEVEL 3** will be required to pay any applicable Planning Fees. 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.
- 11.2.3 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery interval.
- 11.3 **LEVEL 3** may obtain a shorter response interval than are set forth above 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 **LEVEL 3**'s applications.
- 11.4 Any major revision to an application will be treated as a new application following the guidelines in Section 11.2.2 following and will be subject to the time intervals set forth above.

12. RESERVED FOR FUTURE USE

13. CASUALTY LOSS

13.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of LEVEL 3's actions, 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 LEVEL 3 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 LEVEL 3 within thirty (30) business days following such occurrence that LEVEL 3's use of the Dedicated Space will terminate as of the date of such damage. Upon LEVEL 3's election, SBC-13STATE must provide to LEVEL 3, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

13.1.1 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 LEVEL 3 by SBC-13STATE.

13.2 Damage to Premises

In the event that the Premises 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 in such Premises by giving LEVEL 3 ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

14.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation Service pursuant to the Agreement, the liability of either SBC-13STATE or LEVEL 3, if any, shall not exceed an amount equivalent to the proportionate monthly charge to LEVEL 3 for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

14.1.1 Neither SBC-13STATE nor LEVEL 3 shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

14.1.2 The liability of SBC-13STATE or LEVEL 3 for its willful misconduct or gross negligence if any, is not limited by this Appendix.

14.2 Third Parties

14.2.1 SBC-13STATE also may provide space in or access to the Premises to other persons or entities ("Others"), which may include competitors of LEVEL 3; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or 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 LEVEL 3's equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither SBC-13STATE nor LEVEL 3 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 LEVEL 3 or its agents or employees.

15. INDEMNIFICATION OF SBC-13STATE

15.1 The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 LEVEL 3 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.

17. CONSTRUCTION NOTIFICATION

17.1 SBC-13STATE will notify LEVEL 3 prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of LEVEL 3's Dedicated Space with potential to disrupt LEVEL 3's services. SBC-13STATE will provide such notification to LEVEL 3 at least twenty (20) business days before the scheduled start date of such major construction activity. SBC-13STATE will inform LEVEL 3 as soon as practicable by telephone of all emergency-related activities that SBC-13STATE or its subcontractors are performing in the general area of LEVEL 3's Dedicated

Space, or in the general area of the AC and DC power plants which support LEVEL 3's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that LEVEL 3 may take reasonable actions necessary to protect LEVEL 3's Dedicated Space.

18. INSURANCE

18.1 LEVEL 3 agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

18.1.1 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.

18.1.2 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; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. 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.

18.1.3 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.

18.1.4 All Risk Property coverage on a full replacement cost basis insuring all of LEVEL 3's personal property situated on or within the Premises or the Dedicated Space. LEVEL 3 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 LEVEL 3 or located on or in the space at the request of LEVEL 3 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.

18.1.5 Property insurance on LEVEL 3's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any

rights of LEVEL 3 against SBC-13STATE for damage to LEVEL 3's fixtures or personal property are hereby waived. LEVEL 3 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. This provision is reciprocal to SBC-13STATE.

18.1.6 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.

18.1.7 LEVEL 3 must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to SBC-13STATE as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of insurance.

18.1.8 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."

18.1.9 LEVEL 3 shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

19. PROTECTION OF SERVICE AND PROPERTY

19.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

19.2 SBC-13STATE shall furnish LEVEL 3 with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured LEVEL 3 space in central offices. In the event of an emergency, LEVEL 3 shall contact a SPOC provided by SBC-13STATE for access to spaces which house or contain LEVEL 3 equipment or equipment enclosures. LEVEL 3 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 LEVEL 3's entry into an Premises or access to its collocated equipment. SBC-13STATE will provide LEVEL 3 with reasonable access to restroom facilities and parking. LEVEL 3 will also have reasonable access to LEVEL 3's collocation space during construction.

- 19.3 SBC-13STATE shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house LEVEL 3 equipment or equipment enclosures.
- 19.4 SBC-13STATE shall use best efforts to provide notification within two (2) hours to designated LEVEL 3 personnel to indicate an actual security breach of LEVEL 3's dedicated or adjoining collocation space.
- 19.5 SBC-13STATE shall be responsible for the security of the Premises. If a security issue arises or if LEVEL 3 believes that SBC-13STATE's security measures are unreasonably lax, LEVEL 3 shall notify SBC-13STATE and the Parties shall work together to address the problem.
- 19.6 LEVEL 3 shall limit access to LEVEL 3 employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.
- 19.7 Other than the security restrictions described herein, SBC-13STATE shall place no restriction on access to LEVEL 3's central office Dedicated Collocation Space by LEVEL 3's employees and designated agents. SBC-13STATE will not impose unreasonable security restrictions for the Premises, including the Dedicated Collocation Space.

20. RATE REGULATIONS

- 20.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

20.1.1 Rate Elements - In the event that SBC-13STATE seeks to impose a rate element or charge to LEVEL 3 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.

20.1.2 In the event LEVEL 3 disputes the rate element or charge proposed by SBC-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, LEVEL 3 shall notify SBC-13STATE of its dispute with the proposed charge in writing.

20.2 Rate Elements

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

20.2.1 Planning Fees

20.2.1.1 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 LEVEL 3's request for the Physical Collocation arrangements. The initial Planning Fee will apply to LEVEL 3's Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 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 LEVEL 3-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 of this Appendix.

20.2.2 Floor Space Charges

20.2.2.1 Caged Collocation

20.2.2.1.1 The Caged Collocation option provides LEVEL 3 with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Premises to be used by LEVEL 3 for the sole purpose of installing, maintaining and operating LEVEL 3-provided equipment.

20.2.2.1.2 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, LEVEL 3 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 for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charge as set forth in this Appendix. **LEVEL 3** may 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.

20.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix preceding will apply.

20.2.2.1.4 If **LEVEL 3** 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 of this Appendix applies.

20.2.2.1.4.1 Premises 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

20.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents nonrecurring costs 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

20.2.2.1.4.3 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

20.2.2.1.4.4 Safety and Security, per square foot

This charge represents costs incurred by SBC-13STATE to secure its equipment contained within Premises. 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 subset 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

20.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to **LEVEL 3** making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required

for a power plant layout with batteries.

20.2.2.2 Cageless Collocation

20.2.2.2.1 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 Premises to be used by LEVEL 3 for the sole purpose of installing, maintaining and operating LEVEL 3-provided equipment.

20.2.2.2.2 SBC-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. LEVEL 3 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 CLEC in SBC-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each CLEC will be based upon the number of frames used by each CLEC.

20.2.2.2.1 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

20.2.2.2.2 Site Conditioning Charge

Consists of the following and represents nonrecurring costs 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

20.2.2.2.2.3 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
- Bay and aisle lights
- 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

20.2.2.2.2.4 Safety and Security

This charge represents costs incurred by **SBC-13STATE** to secure its

equipment contained within the used space of the Premises. 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

20.2.2.3 Caged Common Collocation in SBC-13STATE's

20.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

20.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided SBC-13STATE with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SBC-13STATE will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined

forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

20.2.2.3.3 **SBC-13STATE** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in this Appendix.

20.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC-13STATE**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

20.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

20.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

20.2.2.3.6.1 Premises 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

20.2.2.3.6.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- 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

20.2.2.3.6.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

20.2.2.3.6.4 Safety and Security

This charge represents costs incurred by SBC-13STATE to secure its equipment contained within the Premises. This charge is expressed as a recurring rate on a per rack, bay or frame 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 alarms

20.2.2.3.6.4.1 In the event SBC-13STATE elects to erect an interior security partition in a given Premises to separate its equipment, the lesser of the costs of the partition or a security camera system for such Premises shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC-13STATE's equipment in an Premises and a security camera system for such Premises. Construction of

interior security
partition shall not
impair access to
telecommunications
carriers equipment
that is collocated
under cageless option.

20.2.2.3.6.5 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.2.2.3.6.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.3 DC Power Amperage Charge

20.2.3.1 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 **LEVEL 3** for its power arrangement. By way of example, where **LEVEL 3** 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 (for a combined total of forty (40) AMPS), but SBC shall only bill **LEVEL 3** 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 & cabling, and AC energy to convert to DC power.

20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises 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 in attached pricing schedule.

20.2.4 DC Power Arrangement Provisioning

20.2.4.1 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 nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

20.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

20.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by **SBC-13STATE**.

20.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

20.2.6.1 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 **LEVEL 3** 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.

20.2.7 Premises Ground Cable Arrangement

- 20.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within LEVEL 3's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in LEVEL 3's Dedicated Space.

20.2.8 Security Cards

- 20.2.8.1 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 of this Appendix. 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), LEVEL 3 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.

20.2.9 Standard Frame or Cabinet, Each (Optional)

- 20.2.9.1 LEVEL 3 may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC-13STATE or may request that SBC-13STATE provide and install the bay or cabinet in the cageless space only. If LEVEL 3 elects for SBC-13STATE to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at LEVEL 3's option, a bay or cabinet is placed in space designated by SBC-13STATE, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between LEVEL 3's facilities and SBC-13STATE facilities, previously referred to as "Point of Termination (POT) bay."

20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

- 20.2.10.1 A reinforced passage or opening placed for LEVEL 3 provided facility between SBC-13STATE designated manhole and the cable vault of the Premises.

20.2.11 Entrance Fiber Charge, Per Cable Sheath

- 20.2.11.1 The Entrance Fiber Charge reflects the time interval spent by SBC-13STATE in pulling LEVEL 3's cable facilities from SBC-13STATE designated manhole, through SBC-13STATE cable vault and through SBC-13STATE cable support structure to LEVEL 3's equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

- 20.2.12.1 LEVEL 3 will select one or more of the interconnection arrangements listed below.

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

- 20.2.12.1.1.1 SBC-13STATE-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between LEVEL 3's optional POT Frame or equipment bay and SBC-13STATE network. This rate element may not be provided by LEVEL 3. LEVEL 3 will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between LEVEL 3's POT bay or termination point located in an Adjacent Structure and SBC-13STATE's cross-connect bay exceeds ANSI limitations or where LEVEL 3 specifically requests regeneration, it will be at LEVEL 3's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the

Collocation Rate Summary of this
Appendix.

20.2.12.1.2 DS3 Interconnection Cable Arrangement (DSX or
DCS), Each

20.2.12.1.2.1 SBC-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between LEVEL 3's optional POT Frame or equipment bay and SBC-13STATE network. This rate element may not be provided by LEVEL 3. LEVEL 3 will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between LEVEL 3's POT bay or termination point located in an Adjacent Structure and SBC-13STATE's cross-connect bay exceeds ANSI limitations or where LEVEL 3 specifically requests regeneration, it will be at LEVEL 3's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.3 DS0 Voice Grade Interconnection Cable
Arrangement, Each

20.2.12.1.3.1 SBC-13STATE provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between LEVEL 3's optional POT frame or equipment bay and SBC-13STATE network. These rate elements may not be provided by LEVEL 3. LEVEL 3 will not be permitted access to SBC-13STATE Main Distribution Frame.

20.2.13 Optical Circuit Arrangement

20.2.13.1 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 LEVEL 3. LEVEL 3 will not be permitted access to SBC-13STATE Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

20.2.14.1 SBC-13STATE provided single signal from SBC-13STATE timing source to provide synchronization between LEVEL 3's single Network Element and SBC-13STATE's equipment.

20.2.15 Timing Interconnection Arrangement (Optional)

20.2.15.1 Timing lead (1 pair) of wires provided by SBC-13STATE to LEVEL 3's dedicated LEVEL 3's Physical Collocation space or optional POT frame or equipment bay.

20.2.16 Collocation Availability Space Report Fee

20.2.16.1 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.

20.2.17 Pre-visits

20.2.17.1 General Applications

20.2.17.1.1 Prior to submitting an application, LEVEL 3 may elect to arrange with SBC-13STATE to visit an Premises for the purpose of permitting LEVEL 3 to determine if the structure meets its business needs and if space is available in the structure for the potential LEVEL 3's Physical Collocation arrangement. If LEVEL 3 elects to pre-visit SBC-13STATE's Premises must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both

Parties. LEVEL 3 will not be allowed to take photographs, make copies of SBC-13STATE site-specific drawings or make any notations.

- 20.2.17.1.2 For pre-visits, SBC-13STATE will limit the number of SBC-13STATE employees attending the pre-visit to one of SBC-13STATE's employee, unless a different number of SBC-13STATE employees is mutually agreed upon. LEVEL 3 will only be billed for the times of the employee approved by LEVEL 3 and not for additional employees not mutually agreed upon to attend the pre-visit. LEVEL 3 will be charged for the time, if any, SBC-13STATE employees spend traveling and will be based on fifteen (15) minute increments.

20.2.18 Construction Inspections

- 20.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, LEVEL 3 shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, LEVEL 3 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 Section 9.1. LEVEL 3 will be charged for the time, if any, SBC-13STATE employees spend traveling and will be based on fifteen-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

- 20.2.19.1.1 If LEVEL 3 elects to provide an Adjacent On-site structure as described in this Appendix, when all available space is Legitimately Exhausted inside SBC-13STATE Premises, SBC-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for LEVEL 3's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should

LEVEL 3 elect to have SBC-13STATE provision an extension of DC Power Service from the Premises to the Adjacent Structure, a DC Power Panel will be required.

20.2.19.2 Adjacent On-site Planning Fee

20.2.19.2.1 An initial Planning Fee will apply when LEVEL 3 is requesting any Interconnection Terminations between LEVEL 3's Adjacent On-site structure and SBC-13STATE on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to LEVEL 3's Adjacent On-site structure.

20.2.20 Adjacent Off-site Arrangement

20.2.20.1 Adjacent Off-site Structure Arrangements

20.2.20.1.1 If LEVEL 3 elects to provide an Adjacent Off-site structure as defined in Appendix Definitions of this Agreement and as described in Section 5.1 preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Premises and LEVEL 3's Adjacent On-site Space is not within fifty (50) feet of the Premises outside perimeter wall, SBC-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if LEVEL 3's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Premises. When LEVEL 3 elects to collocate by Adjacent Off-site Arrangement, LEVEL 3 shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

20.2.20.2 Planning Fee Adjacent Off-site Arrangement

20.2.20.2.1 Planning Fee will apply when LEVEL 3 is requesting any Interconnection Terminations between LEVEL 3's Adjacent Off-site structure and SBC-13STATE on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to LEVEL 3's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

20.2.21 Conduit Space for Adjacent Off-site Arrangement

20.2.21.1 Any reinforced passage or opening placed for LEVEL 3 provided facility in, on, under/over or through the ground between SBC-13STATE designated manhole and the cable vault of the Premises. Rates and charges are as found in the Collocation Rate Summary following.

20.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

20.2.22.1 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.

20.2.23 Miscellaneous Charges (Optional)

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

20.2.24 Collocation to Collocation Connection

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

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 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 Premises expressed as a combination of a non-recurring and recurring rate.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 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 Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 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 Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.4 Cable Racking and Hole

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

20.2.24.1.5 Route Design

20.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

21. RIGHT TO USE; MULTIPLE DEDICATED SPACES

- 21.1 In accordance with this Appendix, SBC-13STATE grants to LEVEL 3 the right to use a Dedicated Space. Each Dedicated Space within an Premises will be considered a single Dedicated Space for the application of rates according to this Appendix.

22. CONSTRUCTION INSPECTIONS

- 22.1 During the construction of all forms of Physical Collocation space required under this Appendix, LEVEL 3 shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, LEVEL 3 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 Section 9.1 of this Appendix. If any travel expenses are incurred, LEVEL 3 will be charged for the time SBC-13STATE's employees spend traveling and will be based on fifteen (15) minute increments.

23. OBLIGATIONS OF LEVEL 3

23.1 Certification

- 23.1.1 LEVEL 3 requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the 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

24. LEGITIMATELY EXHAUSTED SPACE

- 24.1 "Legitimately Exhausted" denotes when all space in a Central Office (CO) or other Premises 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 Premises Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Premises 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 LEVEL 3's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 10 of the General Terms and Conditions of this Agreement.

In making this determination, SBC-13STATE may reserve space for transport equipment for one (1) year anticipated growth. SBC-13STATE may reserve space for Switching, Power and Main Distribution Frame (MDF) for up to five (5) years anticipated growth. Space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth. 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.

- 24.2 In central offices without collocators, the above reservation time frames become effective when first Requesting Carrier applies for space in respective central office.
- 24.3 The Company's total space reservation cannot exceed the Central Office Floor Space currently used by the Company.
- 24.4 Where Physical Collocation space within SBC-13STATE Premises is Legitimately Exhausted, and LEVEL 3's Adjacent On-site space is not within 50 ft. of the Premises outside perimeter wall, LEVEL 3 has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

25. CAGED, CAGED COMMON PHYSICAL COLLOCATION AND SHARED CAGED COLLOCATION INSTALLATION INTERVAL

- 25.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 25.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC-13STATE will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when LEVEL 3 has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
- 25.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.

26. CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL

- 26.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

26.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when LEVEL 3 has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

26.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 11.2.2.

27. ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS

27.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 5.2 above will be reasonably related to the complexity of accommodating the requested arrangement.

28. OCCUPANCY

28.1 Unless there are unusual circumstances, SBC-13STATE will notify LEVEL 3 that the Dedicated Space is ready for occupancy within five (5) business days after SBC-13STATE completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC-13STATE's network or obtain access to SBC-13STATE Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC-13STATE has refused to interconnect with LEVEL 3, the one hundred eighty (180) day deadline shall be extended until SBC-13STATE allows LEVEL 3 to interconnect. SBC-13STATE, however, may extend beyond the one hundred eighty (180) days provided LEVEL 3 demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented LEVEL 3 from meeting that deadline.

28.2 If LEVEL 3 fails to do so 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) business day after SBC-13STATE provides LEVEL 3 with written notice of such failure and LEVEL 3 does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC-13STATE or obtain access to SBC-13STATE Lawful UNEs by that tenth (10) business day. In any event, LEVEL 3 shall be liable in an amount equal to the unpaid balance of the applicable charges.

- 28.3 For purposes of this Section, LEVEL 3'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 LEVEL 3's equipment is used for interconnection with SBC-13STATE's network or to obtain access to SBC-13STATE's Lawful UNEs, for the purpose of providing this service.
- 28.4 If LEVEL 3 causes SBC-13STATE to prepare the Dedicated Space and then LEVEL 3 does not use the Dedicated Space (or all the Dedicated Space), LEVEL 3 will pay SBC-13STATE the monthly recurring and other applicable charges as if LEVEL 3 were using the Dedicated Space.

29. CANCELLATION PRIOR TO DUE DATE

- 29.1 In the event that LEVEL 3 cancels its order after acceptance of the quotation and 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, LEVEL 3 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. SBC-13STATE shall provide LEVEL 3 with a detailed invoice showing the costs it incurred associated with preparation.

29.2 Billing Dispute Resolution.

In the event that the parties have a dispute on a bill for collocation ordered under this Appendix, the Parties shall follow the procedures for Dispute Resolution set forth in Section 10 of the General Terms & Conditions Appendix of this Agreement.

29.3 Billing for Caged Shared and Caged Common Collocation Arrangements

- 29.3.1 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.

30. ALLOWANCES FOR INTERRUPTIONS

- 30.1 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 LEVEL 3's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of LEVEL 3. A credit allowance will be made to LEVEL 3 where the interruption is due to the actions or negligence of SBC-13STATE.
- 30.2 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.
- 30.3 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. LEVEL 3 shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

31. CDOW (COLLOCATOR DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES

- 31.1 When LEVEL 3 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 the Collocation Rate Summary of this Appendix.
- 31.2 LEVEL 3 has the option to provide, install and terminate its interconnection cabling between LEVEL 3's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if LEVEL 3 does all three (3) activities associated with interconnection cabling: provide, install and terminate. LEVEL 3 may not elect to do some but not all the activities. LEVEL 3 must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its power cable leads described in Section 31.3 below. If LEVEL 3 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 LEVEL 3. Intervals and provisioning for this option are found Section 31.4. LEVEL 3's SBC-13STATE Approved Vendor must obtain an approved Method Procedures (MOP) from

SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.

- 31.3 LEVEL 3 has the option to provide, install, and terminate its power cable leads between LEVEL 3's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by using an SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, LEVEL 3's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. LEVEL 3 must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of LEVEL 3's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if LEVEL 3 does all three (3) activities associated with the power cable lead unless described otherwise within this Section. LEVEL 3 may not elect to do some but not all the activities unless otherwise permitted in this Section. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its interconnection cabling described in Section 31.2 above. Intervals and provisioning for this option are found in Section 32.4. LEVEL 3'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 facilities.

31.4 Interval (LEVEL 3 Installs Interconnection and Power Cabling)

- 31.4.1 The intervals set forth in this Section 31.4 apply only when LEVEL 3 installs interconnection and power cabling. SBC-13STATE will notify LEVEL 3 as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of LEVEL 3's accurate and complete Physical Collocation Application. If SBC-13STATE determines that LEVEL 3's Physical Collocation Application is unacceptable, SBC-13STATE shall advise LEVEL 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide LEVEL 3 with sufficient detail so that LEVEL 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, LEVEL 3 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

- 31.4.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to LEVEL 3's the requested Physical Collocation

Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from LEVEL 3. LEVEL 3 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 LEVEL 3 has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date SBC-13STATE notified LEVEL 3 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 LEVEL 3 with applicable fees.

31.4.3 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 LEVEL 3, 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.

31.4.3.1 The delivery interval assigned will be provided to LEVEL 3 by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from LEVEL 3 will be processed in the order received unless LEVEL 3 provides a priority list, whichever is applicable.

Table (1)

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racki ng Exists for Active Collocation Space Use	Overhead Iron/Rackin g 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

31.4.3.2 Should LEVEL 3 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 LEVEL 3 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 Premises Physical Collocation is requested.

31.4.3.3 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.

31.4.4 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the space being turned over to LEVEL 3. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to LEVEL 3 by SBC-13STATE.

31.4.5 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, LEVEL 3 must submit a complete and accurate Physical Collocation Application.

31.4.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC-13STATE from LEVEL 3 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 Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC-13STATE.

- 31.4.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 31.4.5.3 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 LEVEL 3, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

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

- 31.4.5.4 The delivery interval assigned will be provided to LEVEL 3 by SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from LEVEL 3 will be processed in the order received unless LEVEL 3 provides a priority list, whichever is applicable.
- 31.4.5.5 Should LEVEL 3 submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SBC-13STATE from LEVEL 3 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 LEVEL 3 submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises 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 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.

31.4.6 For all Augments other than provided above, SBC-13STATE will work cooperatively with LEVEL 3 to negotiate a mutually agreeable delivery interval.

31.4.7 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 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.

31.5 Rates Elements for SBC-13STATE Central Offices

31.5.1 Caged Collocation

31.5.1.1 When LEVEL 3 constructs its own cage and related equipment, LEVEL 3 will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

31.5.2 DC Power Arrangement Provisioning

- 31.5.2.1 When LEVEL 3 selects the option to provide and install its power cable by a SBC-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. LEVEL 3 will not be permitted access to SBC-13STATE Battery Distribution Fuse Bay 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 of this Appendix.

31.5.3 Entrance Fiber Optic Cable Arrangement

- 31.5.3.1 When LEVEL 3 selects the option to pull LEVEL 3's provided fire retardant entrance fiber optic cable under SBC-13STATE observation, through SBC-13STATE cable vault to LEVEL 3's equipment with SBC-13STATE approved vendor, only the construction and route design charge will apply. LEVEL 3 will not be permitted access to the cable vault, but SBC-13STATE approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

31.5.4 DS0 Voice Grade Interconnection Cable Arrangement

- 31.5.4.1 When LEVEL 3 selects the option to provide and install its interconnection cabling by an SBC-13STATE approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. LEVEL 3 will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved 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 of this Appendix.

31.5.5 DS-1 Interconnection Cable Arrangement to DCS

- 31.5.5.1 When LEVEL 3 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. LEVEL 3 will specify whether the cabling should terminate to a DCS in the remarks section of the

application form. LEVEL 3 will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved 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 of this Appendix.

31.5.6 DS-1 Interconnection Cable Arrangement to DSX

- 31.5.6.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. LEVEL 3 will specify whether the cabling should terminate to a DSX in the remarks section of the application form. LEVEL 3 will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved 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 of this Appendix.

31.5.7 DS-3 Interconnection Cable Arrangement to DCS

- 31.5.7.1 When LEVEL 3 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. LEVEL 3 will specify whether the cabling should terminate to a DCS in the remarks section of the application form. LEVEL 3 will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved 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 of this Appendix.

31.5.8 DS-3 Interconnection Cable Arrangement to DSX

- 31.5.8.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. LEVEL 3 will specify whether the cabling should terminate to a DSX in the remarks section of the application form. LEVEL 3 will not be permitted access to the Main Distribution Frame, but SBC-13STATE approved 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 of this Appendix.

31.5.9 Fiber Interconnection Cable Arrangement

- 31.5.9.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved 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 of this Appendix.

31.5.10 Collocation to Collocation Connection

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

31.5.10.1.1 Fiber Cable

- 31.5.10.1.1.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 of this Appendix.

31.5.10.1.2 Copper Cable

- 31.5.10.1.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 of this Appendix.

31.5.10.1.3 Coax Cable

- 31.5.10.1.3.1 When **LEVEL 3** selects the option to provide and install the

interconnection cabling by SBC-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.4 Cable Racking and Hole

31.5.10.1.4.1 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 Premises. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.5 Route Design

31.5.10.1.5.1 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 of this Appendix.

SBC-138TATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
2	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
11	Planning	Per Request	NRFCB		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.80	
15	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)	NONE			
19	200 Amp	Per Power Panel (CLEC Provided)	NONE			
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad	NONE			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps	S8GCS	\$14.62		
29	Per Amp	Per Amp	S8GCR	\$10.81		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	NRFCQ		\$168.04	
39	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,609.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
56	Route Design		NRFCX		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request	NRFCB		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
72	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
74	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
82	Planning	Per Request	NRFCB		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	NRFCB		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCB		\$2,884.60	
86	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps	S8GCS	\$14.62		
99	Per Amp	Per Amp	S8GCR	\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	NRFCQ		\$168.04	
109	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	S8GDV	\$116.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
126	Route Design		NRFCX		\$424.88	
127	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
133	Comm. Tech. - Craft	Per 1/4 Hour	NRFCS		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request	NRFCB		\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
142						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
143	REAL ESTATE					
144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
147	COMMON SYSTEMS					
148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
149	PLANNING					
150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
151	Planning	Per Request	NRFCJ		\$4,601.93	
152	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04	
153	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
154	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
155	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
156	POWER PROVISIONING					
157	Power Panel:					
158	60 Amp	Per Power Panel (CLEC Provided)	NONE			
159	200 Amp	Per Power Panel (CLEC Provided)	NONE			
160	Power Cable and Infrastructure:					
161	Power Cable Rack	Per Four Power Cables or Quad	NONE			
162	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
163	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
164	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
165	Equipment Grounding:					
166	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
167	DC POWER AMPERAGE CHARGE					
168	HVAC	Per 10 Amps	S8GCS	\$14.82		
169	Per Amp	Per Amp	S8GCR	\$10.81		
170	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
171	FIBER CABLE PLACEMENT					
172	Central Office:					
173	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
174	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
175	CEV, HUT & Cabinets:					
176	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
177	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
178	MISCELLANEOUS & OPTIONAL COST:					
179	MISCELLANEOUS COSTS					
180	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
181	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
182	Space Availability Report	Per Premise	NRFCQ		\$168.04	
183	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
184	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
185	CAGELESS / POT BAY OPTIONS					
186	Standard Equipment Bay	Each (CLEC Provided)	NONE			
187	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
188	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
190	DDP-1 Panel	Each (CLEC Provided)	NONE			
191	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
192	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
193	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
194	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
195	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
196	CEV, HUT, CABINET					
197	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
198	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
199	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
200	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
201	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
202	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
203	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
204	INTERCONNECTION COSTS:					
205	CLEC TO CLEC CONNECTION					
206	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
207	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
208	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
209	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
210	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
211	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
212	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
213						

SBC-13STATE
COLLOCATION RATE SUMMARY
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13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
218	Route Design		NRFCX		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application	NRFCX		\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
234						
235	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
236	REAL ESTATE					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
244	Planning	Per Request	NRFCJ		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
248	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps	S8GCS	\$14.62		
261	Per Amp	Per Amp	S8GCR	\$10.81		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	NRFCQ		\$168.04	
275	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

SBC-13STATE
COLLOCATION RATE SUMMARY
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13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space	88GE3	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	88GE4	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	88GE1	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	88GE2	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	88GEX	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	88GEY	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	88GEZ	\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs	88GD6	\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	88GD7	\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	88GDL	\$297.44	\$3,613.08	
299	DS1 Arrangement - DSX	28 DS1	88GDQ	\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	88GDW	\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	88GD1	\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	88GEE	\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable	88GFE	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	88GFF	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	88GFG	\$0.50		
307	Route Design		NRFCX		\$424.88	
308	Connection for DS1	Per 28 Circuits	88GFC	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	88GFD	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	88GFB	\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application	NRFCX		\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
317	Comm. Tech. - Craft	Per 1/4 Hour	NRFC8		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRFC7		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	88FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	88FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	88GCO	\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot	88GCP	\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot	88GCC	\$0.44	\$29.24	
333	Planning	Per Request	NRFCJ		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	NRFCJ		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
337	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad	NONE			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	88GF1	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	88GF2	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	88GF3	\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot	88GDC	\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps	88GCS	\$14.62		
351	Per Amp	Per Amp	88GCR	\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	88FQ8	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	88FW5	\$8.76		

SBC-13 STATE
COLLOCATION RATE SUMMARY
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13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRFCQ		\$168.04	
361	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request	NRFLC		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay	S8GCL		\$92.81	
381	Safety & Security	Per Frame	S8GCN		\$195.57	
382	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
387	Planning	Per Request	NRFCJ		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,308.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,684.60	
391	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps	S8GCS	\$14.62		
404	Per Amp	Per Amp	S8GCR	\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRFCQ		\$168.04	
414	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request	NRFCCL		\$3,100.00	
429	Dedicated power Plant FLOOR Space	Per Request	S8GCQ	\$394.00		
430						
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
432	REAL ESTATE					
433	Site Conditioning	Per Frame	S8FX5		\$92.81	
434	Safety & Security	Per Frame	S8FX6		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F66	\$19.36		
439	PLANNING					
440	Planning	Per Request	NRM99		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,862.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad	NONE			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps	S8FXO	\$14.62		
453	Per Amp	Per Amp	S8FXN	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$6.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8FX3	\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE			
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
471	Mini-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
489	Route Design		NRLWF		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17	

SBC-138STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
496	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
497	CENTRAL OFFICE TYPE					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
510	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
511	Power Engineer	Per 1/2 Hour	NRMP9		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour	NRM09		\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame	S8FX5		\$92.81	
521	Safety & Security	Per Frame	S8FX6		\$195.57	
522	Floor Space Usage	Per Frame	S8FX1	\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
525	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
526	PLANNING					
527	Planning	Per Request	NRM99		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps	S8FX0	\$14.62		
539	Per Amp	Per Amp	S8FXN	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each	S8FX2	\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13 STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
575	Route Design		NRML9		\$463.36	
576	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,096.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application Augment	NRFCX		\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
596	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request	NRFA1		\$9,268.73	
607	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot	S8GEN	\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
618	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp	S8GCR	\$10.61		
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
630	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$466.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F2S	\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F2T	\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
641						
642	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
643	PLANNING					
644	Planning - Initial	Per Request	NRFA1		\$9,268.73	
645	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot	S8GEN	\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,564.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
656	AC Usage	Per KWH	S8GEO	\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp	S8GCR	\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	S8GDS	\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
679						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
680	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
681	PLANNING					
682	Planning	Per Request	NRFA3		\$1,254.32	
683	CONDUIT					
684	Conduit Space	Per Innerduct	S8GEW	\$1.17		
685	INTERCONNECTION COSTS:					
686	ILEC TO CLEC CONNECTION					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02		
692						
693	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
694	PLANNING					
695	Planning	Per Request	NRFA3		\$1,254.32	
696	CONDUIT					
697	Conduit Space	Per Innerduct	S8GEW	\$1.17		
698	INTERCONNECTION COSTS:					
699	ILEC TO CLEC CONNECTION					
700	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31	
701	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20	

**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 Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by LEVEL 3.
- 1.2 This Appendix contains the sole and exclusive terms and conditions pursuant to which LEVEL 3 will obtain virtual collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any LEVEL 3 order for any 251(c)(6) virtual collocation as being submitted under this Appendix. In addition, SBC-13STATE will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) virtual collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. SBC-13STATE will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.
- 1.3 Upon request from LEVEL 3, SBC-13STATE will provide one of the following maintenance alternatives 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 CEVs, huts and cabinets where physical collocation space is not available, LEVEL 3 may opt for virtual collocation wherein LEVEL 3 maintains and repairs the virtually collocated equipment as described in Section 13 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 13.4, this maintenance alternative is contingent on the provision of a security escort paid for by LEVEL 3. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 13 is null and void and all virtual collocation will be maintained as described in Section 1 above.
- 1.4 Reserved for future use.
- 1.5 Rates for the individual UNEs LEVEL 3 wants to gain access to using virtual collocation can be found in LEVEL 3'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 12.4 (Rate Elements for SBC-13STATE Central Offices). 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 12.5 (Rate Elements for SBC-13STATE CEVs, Huts and Cabinets).

1.7 Reserved for future use.

1.8 Reserved for future use.

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 LEVEL 3 uses virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. Unbundled network elements including associated cross connects are obtained from the Agreement between LEVEL 3 and SBC-13STATE. Cross connects associated with 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 LEVEL 3 shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as set forth in Section 1.10.8.

1.10.2 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R. § 51.323 of the FCC's rules, and all applicable state and federal laws, LEVEL 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations. SBC-13STATE will also permit LEVEL 3 to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.

1.10.3 Reserved for future use.

1.10.4 Reserved for future use.

1.10.5 Reserved for future use.

1.10.6 Reserved for future use.

1.10.7 Reserved for future use.

1.10.8 All types of network equipment placed in SBC-13STATE network equipment areas of Premises by SBC-13STATE or LEVEL 3 must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) LEVEL 3'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) LEVEL 3 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. LEVEL 3 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.

- 1.10.9 In the event that SBC-13STATE denied Collocation of LEVEL 3's equipment, citing Safety Standards, SBC-13STATE will provide within five (5) business days of LEVEL 3'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 Premises 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 Premises.
- 1.10.10 In the event that LEVEL 3 submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that LEVEL 3's equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, LEVEL 3 must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that LEVEL 3 equipment is already collocated improperly, then (i) if the equipment does not meet minimum safety standards LEVEL 3 will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then LEVEL 3 will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.
- 1.10.11 Regarding safety, LEVEL 3 equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Premises, 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 Premises 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.
- 1.11 LEVEL 3 may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment LEVEL 3 purchases and LEVEL 3 may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of LEVEL 3 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 LEVEL 3 equipment is installed, then SBC-13STATE's presence will be at its own expense. However, if SBC-13STATE demonstrates that the LEVEL 3 contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, LEVEL 3 is responsible for the quantifiable expense incurred by SBC-13STATE.
- 1.12 Federal Telecommunications Act of 1996
 - 1.12.1 Reserved for future use.

- 1.12.2 The use of virtual collocation for (1) interconnection to SBC-13STATE or (2) access to SBC-13STATE's unbundled network elements, 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 14-Limitation of Liability, Section 13-Casualty Loss, Section 23.1 - Certification, Section 16 OSHA Statement, Section 29 -Cancellation Prior to Due Date, Section 7.3 Recurring/Non-Recurring Charges, Section 30 - Allowance for Interruptions, Section 8.7 -Threat to Personnel, Network, or Facilities, Section 8.8 - Interference or Impairment, Section 8.9 -Alterations.
- 2. RESERVED FOR FUTURE USE.**
- 3. PROVISIONING**
- 3.1 LEVEL 3 will order Virtual collocation for Interconnection to SBC-13STATE or access to SBC-13STATE-provided UNEs as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook 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 LEVEL 3.
- 3.2 SBC-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself or another Collocator in the central office, wire center, CEV, Hut or Cabinet, as the case may be.
- 4. LEVEL 3 RESPONSIBILITIES**
- 4.1 LEVEL 3 will provide, under this Section of this Appendix, at its expense, all equipment and associated materials required to facilitate interconnection and access to SBC-13STATE's UNEs. LEVEL 3 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 LEVEL 3-owned and provided equipment,
- 4.1.5 All training as described in Section 12.4.16.
- 4.2 LEVEL 3 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 LEVEL 3 for placement in/on SBC-13STATE property.

Suitable replacements are to be immediately provided to SBC-13STATE to restore equipment.

- 4.3 LEVEL 3 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 LEVEL 3 to develop implementation plans including timelines associated with:

5.1.1 Placement of LEVEL 3'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, LEVEL 3 can provide forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, LEVEL 3 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 LEVEL 3 equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of LEVEL 3's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will notify LEVEL 3 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. LEVEL 3 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	
------------------------	--

<u>By One Collocator</u>	<u>Quotations Interval</u>
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

- 6.1.4 Should LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 in writing with a cover letter. LEVEL 3 has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.
- 6.1.7 If LEVEL 3 fails to respond within the forty-five (45) calendar day interval, should LEVEL 3 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 LEVEL 3'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 LEVEL 3 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 LEVEL 3 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 Premises 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	90 calendar	With <u>SBC-13STATE</u>

Virtual	space	days	installation of bay/racks/frames
	Active Collocation space	90 calendar days	With <u>LEVEL 3</u> installation of bay/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 LEVEL 3's acceptance of the quotation where power is available and LEVEL 3 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 LEVEL 3'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 BDFB (if used) is within 100 feet of LEVEL 3's space and sufficient termination capacity on the power plant and/or 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 State 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 LEVEL 3'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 LEVEL 3 and engineered and installed by a mutually agreed upon vendor for LEVEL 3. LEVEL 3 will have the authority to select installation vendors. All installations of equipment will be in accordance with the LEVEL 3-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 LEVEL 3 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 LEVEL 3.

- 6.3.5 SBC-13STATE will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to LEVEL 3 at collocation space turnover. This information is used to request access and line sharing services. LEVEL 3 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 LEVEL 3 must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional LEVEL 3 bays or equipment that impact the existing/proposed floor-space area provided to LEVEL 3 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 LEVEL 3'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, LEVEL 3 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 LEVEL 3 to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 LEVEL 3 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 LEVEL 3's equipment.
- 7.2 For the disconnection of circuits, LEVEL 3's will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of LEVEL 3'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 LEVEL 3's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the LEVEL 3-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of LEVEL 3. In an emergency, SBC-13STATE may perform necessary repairs without prior notification. In such an event, SBC-13STATE will notify LEVEL 3 as soon as practicable after completing such repairs or if Level 3's assistance is required to complete repairs. The labor rates specified in Section 12.4.17.2.2 apply to SBC-13STATE central offices and SBC-13STATE CEVs, Huts and Cabinets and are applicable for all repairs performed by SBC-13STATE on LEVEL 3's facilities and equipment.
- 8.2 When initiating repair requests on LEVEL 3-owned equipment, LEVEL 3 must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by LEVEL 3 and availability of spare parts as provided by LEVEL 3, 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 LEVEL 3 will request any and all maintenance by SBC-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, LEVEL 3 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 LEVEL 3 and availability of spare parts as provided by LEVEL 3, 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 LEVEL 3 has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of LEVEL 3's equipment is at the direction and control of LEVEL 3, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of LEVEL 3.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, LEVEL 3 will work cooperatively with SBC-13STATE to remove LEVEL 3'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. LEVEL 3 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 LEVEL 3 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, LEVEL 3 will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits LEVEL 3 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 LEVEL 3. Upon termination of the Virtual Collocation, LEVEL 3 must remove the fiber entrance cable used for the Virtual Collocation as set forth herein. If the entrance cable is not scheduled for removal within seven business (7) days, SBC-13STATE may arrange for the removal, and LEVEL 3 will be responsible for any charges incurred to remove the cable. SBC-13STATE and LEVEL 3 will cooperatively manage the removal process. LEVEL 3 is only responsible for physically removing entrance cables housed in conduits or inner-ducts and shall not do so unless and until SBC-13STATE instructs LEVEL 3 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 REGULATIONS

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation.
- 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 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 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 1.6, the following provides a list of the specific rate elements for 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 LEVEL 3'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 LEVEL 3-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 LEVEL 3's request for a virtual collocation arrangement or the addition of cable. 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 LEVEL 3 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 LEVEL 3, 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 LEVEL 3 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 Premises 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 FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements 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

14.4.6.2.1 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 LEVEL 3's equipment bay are provided by LEVEL 3. In the event that LEVEL 3 requires a power arrangement that exceeds 50 AMPS from a single source, SBC-13STATE will cooperatively work with LEVEL 3 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 LEVEL 3 for its power arrangement. By way of example,

where LEVEL 3 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 LEVEL 3 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 & 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 Premises 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 DCS

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's DCS functionality purchased from LEVEL 3'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 DSX

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's DSX functionality

purchased from LEVEL 3'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 DCS

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's DCS functionality purchased from LEVEL 3 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 DSX

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's DSX functionality purchased from LEVEL 3'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 LEVEL 3'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 LEVEL 3 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 LEVEL 3's designated equipment not currently used in a wire center selected by LEVEL 3 for virtual collocation. If training will be required on the equipment that is contained in an application, SBC-13STATE will so notify by telephone or e-mail the LEVEL 3 point of contact listed on the application within 30 calendar days of the application receipt date. 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 LEVEL 3.

12.4.16.2 LEVEL 3 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, LEVEL 3 will assume the responsibility for providing the training. It is then the responsibility of LEVEL 3 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 LEVEL 3 to schedule SBC-13STATE's personnel training time required for the installation, maintenance and repair of LEVEL 3's designated equipment. LEVEL 3 will be assessed two hours of the technician additional labor charge for SBC-13STATE's personnel time required to coordinate training activities with LEVEL 3. LEVEL 3 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 12.4.16 (Training) will be assessed to LEVEL 3.

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 LEVEL 3 for ongoing maintenance of LEVEL 3's equipment. Any maintenance requirements will be initiated by LEVEL 3. 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 LEVEL 3 for repair of LEVEL 3's equipment. All repair will be at the direction of LEVEL 3.

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)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Premises. 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 Premises. 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 Premises. 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 Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

14.4.18.5.1 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 LEVEL 3 for evaluating LEVEL 3's equipment when not meeting Level 1 Safety requirements as set forth in Bellcore 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 LEVEL 3 for cooperative assisting LEVEL 3'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 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 LEVEL 3-provided cable into the Premises, 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 LEVEL 3 provided facility in, on, under/over or through the ground between SBC-13STATE CEV, Hut, or Cabinet and LEVEL 3 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 LEVEL 3 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 LEVEL 3-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 This section describes Alternative Virtual Collocation wherein LEVEL 3 maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, SBC-13STATE shall determine which Premises 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 LEVEL 3's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.

- 13.3 After LEVEL 3 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 aid in the prevention of accidental network outages, LEVEL 3 may not enter an Premises without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to LEVEL 3 those drawings, schematics, or other engineering documents that identify the location of LEVEL 3's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent LEVEL 3 from entering the Premises. If SBC-13STATE does not immediately make the requested documents available to LEVEL 3 and LEVEL 3 enters the Premises, SBC-13STATE shall deliver the requested documents to LEVEL 3 immediately upon locating same.
- 13.4 SBC-13STATE will provide a security escort with LEVEL 3 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 LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 16 is null and void, and all virtual collocation will be maintained by SBC-13STATE as described in Section 9.
- 13.5 Prior to entering an Premises that requires drawings, schematics, or other engineering documents, LEVEL 3 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. LEVEL 3 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 Premises.
- 13.6 LEVEL 3 shall conduct background checks of the technicians who have access to the collocation space. LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3.1 to ensure the safety and integrity of the Premises 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 where collocation will take place.
- 13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from LEVEL 3 in a reasonable manner. LEVEL 3 shall provide indemnification and insurance to cover any damages caused by LEVEL 3'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 LEVEL 3

14.1 Indemnification of SBC-13STATE: The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

14.2 Insurance

LEVEL 3 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; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. 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.

14.2.4 All Risk Property coverage on a full replacement cost basis insuring all of LEVEL 3's personal property situated on or within the Premises. LEVEL 3 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 LEVEL 3 or located on or in the space at the request of LEVEL 3 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.

14.2.5 Property insurance on LEVEL 3's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of LEVEL 3 against SBC-13STATE for damage to LEVEL 3's fixtures or personal property are hereby waived. LEVEL 3 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. This provision is reciprocal to SBC-13STATE.

14.2.6 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.

14.2.7 LEVEL 3 must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to SBC-13STATE as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of 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 LEVEL 3 shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

14.3 Conduct While in SBC-13STATE Premises

14.3.1 LEVEL 3 and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of LEVEL 3 or SBC-13STATE in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of LEVEL 3 or SBC-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other property of SBC-13STATE:

14.3.1.1 Theft or destruction of SBC-13STATE's or LEVEL 3'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 LEVEL 3'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, LEVEL 3 and SBC-13STATE will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC-13STATE or LEVEL 3 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 for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to LEVEL 3 at no charge.

- 14.3.3 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. LEVEL 3 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 LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 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's

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of LEVEL 3

- 15.1.1 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE's security standards. LEVEL 3 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 LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 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 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in 12 preceding apply to this virtual collocation alternative wherein LEVEL 3 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 LEVEL 3 Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by LEVEL 3. 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 LEVEL 3 Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by LEVEL 3. 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 LEVEL 3 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) - LEVEL 3 RESPONSIBILITIES

When LEVEL 3 selects the option to provide, install, and terminate their 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 LEVEL 3 has the option to provide, install and terminate its interconnection cabling between LEVEL 3's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if LEVEL 3 does all three (3) activities associated with interconnection cabling: provide, install and terminate. LEVEL 3 may not elect to do some but not all the activities. LEVEL 3 must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If LEVEL 3 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 LEVEL 3's SBC-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. LEVEL 3'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 LEVEL 3 has the option to provide, install and terminate its power cable leads between LEVEL 3'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, LEVEL 3's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

- 17.2.2 LEVEL 3 must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of LEVEL 3's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if LEVEL 3 does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 LEVEL 3 may not elect to do some but not all the activities unless otherwise permitted in this Section. If LEVEL 3 selects this option, LEVEL 3 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. LEVEL 3'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 LEVEL 3 hires SBC-13STATE Approved Vendor Installs Interconnection and Power Cabling

- 17.3.1.1 SBC-13STATE will provide Virtual Collocation arrangements in Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Premises will be made initially by SBC-13STATE. SBC-13STATE will notify LEVEL 3 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 LEVEL 3's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that LEVEL 3's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise LEVEL 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide LEVEL 3 with sufficient detail so that LEVEL 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, LEVEL 3 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 and apply only when LEVEL 3 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 LEVEL 3'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 LEVEL 3. LEVEL 3 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 LEVEL 3 has not provided SBC-13STATE such response and payment by the twelfth (12th) calendar day after the date SBC-13STATE notified LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by SBC-13STATE from LEVEL 3 will be processed in the order received unless LEVEL 3 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 Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 Premises 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 Premises 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 LEVEL 3's SBC-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to LEVEL 3's SBC-13STATE Approved Vendor by SBC-13STATE.

17.3.3 Cable Augments

- 17.3.3.1 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or
- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, LEVEL 3 must submit a complete and accurate Physical Collocation Application.

- 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 LEVEL 3, 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 LEVEL 3 by SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC-13STATE from LEVEL 3 will be processed in the order received unless LEVEL 3 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 Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
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1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should LEVEL 3 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 LEVEL 3 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 LEVEL 3 submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

17.3.3.5.1 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.

17.3.3.5.2 If Applications (5-12) are for Physical Collocation where necessary elements such as overhead 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.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, SBC-13STATE will work cooperatively with LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 DCS

- 17.4.3.1 When LEVEL 3 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 DSX

- 17.4.4.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX 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 DCS

- 17.4.5.1 When LEVEL 3 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 DSX

- 17.4.6.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX 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 LEVEL 3 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

17.4.8.1.1.1 When LEVEL 3 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.

17.4.8.1.2 Copper Cable

17.4.8.1.2.1 When LEVEL 3 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.

17.4.8.1.3 Coax Cable

17.4.8.1.3.1 When LEVEL 3 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.

17.4.8.1.4 Cable Racking and Hole

17.4.8.1.4.1 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 Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.1.5 Route Design

- 17.4.8.1.5.1 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 on the Collocation Rate Summary.

**APPENDIX
PERFORMANCE MEASUREMENTS**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 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 LEVEL 3 is entitled to any particular manner of access, nor is it evidence SBC-11STATE 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 Agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of LEVEL 3 for SBC-11STATE's failure to meet specified performance measures and shall be in lieu of any other damages LEVEL 3 might otherwise seek through any claim or suit brought under any contract or tariff to the extent such failure also constitutes a breach.

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-11STATE performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that SBC-11STATE 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-11STATE and LEVEL 3 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 LEVEL 3 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 the region-specific Attachments is attached hereto and incorporated by reference into to this Appendix. There is a separate Attachment for each Region, to best document unique processes. The purposes of the rules are consistent across the regions.

- 3.1.2.2 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-11STATE 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 LEVEL 3 might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of LEVEL 3 having available to its End User opportunities similar to those opportunities available to SBC-11STATE at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages LEVEL 3 would sustain if a Specified Performance Breach occurs, SBC-11STATE agrees to pay LEVEL 3 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 LEVEL 3 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-11STATE to meet a specified performance commitment in this Appendix 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-11STATE delivers non-compliant performance as defined in Section 3.1.3. In no event shall SBC-11STATE 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 LEVEL 3 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 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-11STATE and LEVEL 3 agree to use the following as statistical tests for evaluating the compliance of LEVEL 3 results with the Performance Criterion. These tests are applicable if the number of data points for SBC-11STATE and LEVEL 3 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 LEVEL 3's results are significantly worse than

either the comparable result for **SBC-11STATE** 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_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ^2_{ILEC} = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{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_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta^2_{\text{ILEC}} = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{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_{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:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

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

$\delta_{DIFF} = \text{SQRT} [\delta_{CLEC}^2 (1/n_{CLEC})]$

δ_{CLEC}^2 = 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-11STATE** 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-11STATE** 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-11STATE** 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-11STATE's** control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by **LEVEL 3** to the extent that it is a direct cause of the noncompliance with a specific performance measure and contrary to its obligations under this Agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE's** control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or

equipment were sold to, leased, licensed or otherwise being provided to SBC-11STATE and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on LEVEL 3's behalf for connection to SBC-11STATE'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-11STATE's compliance with the Performance Criteria, or (ii) only suspends SBC-11STATE's ability to timely perform the activity, the applicable time frame in which SBC-11STATE'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-11STATE will not levy a separate charge for provision of the data to LEVEL 3 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. Notwithstanding the foregoing, proposed disclosure of such proprietary information to a governmental authority shall be subject to Section 20.4 of the General Terms and Conditions.
- 10.2 Reports are to be made available to LEVEL 3 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 LEVEL 3 will have access to monthly reports through an interactive Website.
- 10.4 SBC-11STATE 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 LEVEL 3 affiliates shall not be combined for any purpose under this Appendix.
- 10.6 SBC-11STATE will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	\$.072M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

11. AUDITS

- 11.1 LEVEL 3 and SBC-11STATE 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 LEVEL 3 requests such consultation and the issues raised by LEVEL 3 have not been resolved within 30 days after LEVEL 3's request for consultation, then SBC-11STATE will allow LEVEL 3 to commence a mini-audit, at LEVEL 3's expense, upon providing SBC-11STATE 5 days advance written notice (including e-mail).
- 11.2 LEVEL 3 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 LEVEL 3, 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 LEVEL 3 will bear the expense of the Mini-Audits, unless SBC-11STATE is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC-11STATE 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
- Billing

12. INITIAL IMPLEMENTATION

- 12.1 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a LEVEL 3 first purchases an existing service or unbundled network element(s) associated with a particular performance measurement or purchases a new service with associated measures or purchases an existing service to which a new measure or submeasure has been added. 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-11STATE 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-11STATE delivers non-compliant performance as defined in Section 3.1.3. SBC-11STATE 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-11STATE

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.

APPENDIX RECORDING

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