

TO:

Contract Management
Four SBC Plaza - 9th floor
Dallas, TX 75202
1-800-404-4548

FROM: Verizon Select Services Inc.
(CLEC Name)

FAX: 972-465-4715 TELEPHONE: 972-465-4670 Email: eleticia.x.guerrero@verizon.com

**TEXAS TPUC DOCKET NO. 28821
INTERCONNECTION AGREEMENT
SHORT FORM**

CLEC Legal Name	Verizon Select Services Inc.
Mailing Address - Street	6665 N. MacArthur Blvd. - MC-HQK02E73
City, State and Zip Code	Irving, TX 75039
State of Incorporation	Delaware
OCN/AECN	7646
ACNA	GOP
Official Notice Title and Name	Michael J. Crapp / Director-Contract Management
Official Notice Address (Cannot be P.O. Box)	6665 N. MacArthur Blvd. MC-HQK02E69
Official Notice City, State and Zip Code	Irving, TX 75039
Official Notice Telephone Number	972-465-4670
Official Notice Fax Number	972-465-4715
Official Notice E-mail Address	Michael.j.crapp@verizon.com
Tax Notice Title	Verizon Tax Department
Tax Notice Address	1095 Avenue of the Americas, Suite 3106
Tax Notice City, State and Zip Code	New York, NY 10036
Tape or Paper Transmission Contact Title	Scott Pike
Tape or Paper Transmission Address	6665 N. MacArthur Blvd. MC - HQK02A51
Tape or Paper Transmission City, State and Zip Code	Irving, TX 75039
Agreement Selection found at https://clec.sbc.com/clec resulting from Docket No. 28821 (check only one).	☐ CLEC Coalition (AIS No. 788) ☐ CLEC Joint Petitioners (AIS No. 789) ☐ KMC Telecom Holdings (AIS No. 787) ☒ MCI metro Access Transmission Services, LLC (AIS No. 778) (Note: If CLEC selects the MCI m ICA, please ensure that you indicate if you wish to take MCI m's Amendment, as further addressed below). ☐ Xpedius Communications, LLC (AIS No. 791)
For CLECs that Select an ICA other than the MCI m ICA:	Only Applicable to any ICA Above other than MCI m ICA (These Options do not apply to CLECs that select the MCI m ICA):
Inter-carrier Compensation Billing Options ("Billing Option(s)") Selection (check only one). If you fail to designate one of the Billing Options, the default Billing Option set forth in CLEC's selected ICA will automatically apply upon the Effective Date of this Agreement.	☐ Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan

	rate for ISP-Bound Traffic. — All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate. — Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic.
<u>For CLECs that Select the MCIm ICA:</u> Please note that the MCImetro Access Transmission Services, LLC ("MCIm") ICA incorporates, and is subject to, an Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (the "Amendment"). Accordingly, if you choose the MCIm ICA, you must affirmatively indicate on the Short Form that you wish for the MCIm Amendment to apply to this Agreement, according to its terms. If you do NOT indicate on the Short Form that you wish for the Amendment to be included in this Agreement, then the Billing Option that shall apply to CLEC is the Billing Option set forth in the underlying MCIm ICA (i.e., Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic). In such case, this Agreement is hereby deemed modified to delete any and all references to the Amendment Superseding Reciprocal Compensation, Interconnection and Trunking Terms from such ICA.	Only Applicable when CLEC has Elected the MCIm ICA (Leave Blank and do not check if CLEC does not wish to take the MCIm Amendment): — CLEC has elected to take the MCIm ICA and hereby affirmatively elects to also have the MCIm Amendment included as a part of this Agreement.
List Current Agreement Type and Company Name under current Agreement being replaced by this Agreement, e.g., "Interconnection - ABC Company".	SBC and Verizon Select Services Inc. Interconnection Agreement

This Agreement entered into by and between SBC Texas and CLEC by way of this Short Form shall become effective by operation of law immediately upon filing this fully executed Short Form with the Commission (the "Effective Date").

Please note that the failure to provide accurate and complete information may result in return of this Short Form to you and a delay in processing your request.

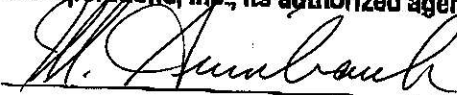
Report any trouble with FAX transmission to 214-464-2331

IN WITNESS WHEREOF, this Agreement was exchanged in triplicate by SBC Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC NAME: Verizon Select Services Inc.

Southwestern Bell Telephone, L.P. d/b/a SBC Texas
by SBC Operations, Inc., its authorized agent

By: 
for Michael J. Crapp

By: 

Printed: Michael J. Crapp

Printed: Mike Auinbauh

Title: Director - Contract Management

Title: AVP-Local Interconnection Marketing

Date: 9/21/2005

Date: SEP 22 2005

FACILITIES-BASED OCN # _____

ACNA GOP

In entering into this Agreement, neither Party is waiving, and each Party expressly reserves, any of its rights remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the Agreement, including, without limitation, any appeals or associated review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the 28821 ICA the Electing CLEC is taking via this Short Form, and/or otherwise affects the rights or obligations of either Party that are addressed by the 28821 ICA the Electing CLEC is hereby taking, the affected provision(s) in the Electing CLEC's ICA shall be invalidated, modified or stayed consistent with such Government Action as to the 28821 ICA.

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
COMMUNICATIONS ACT OF 1934, AS AMENDED**

**between
SOUTHWESTERN BELL TELEPHONE L.P. (dba SBC TEXAS),**

and

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS
ACT OF 1934, AS AMENDED**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is entered into by and between Southwestern Bell Telephone L.P. (dba SBC TEXAS) ("SBC TEXAS"), and, MCImetro Access Transmission Services LLC ("MCIIm").

The effective date of this Agreement ("Effective Date") shall be August 18, 2005.

WHEREAS, the Parties want to interconnect their networks, to provide Telephone Exchange Services, Exchange Access and ancillary services in TEXAS.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Texas Public Utilities Commission (the "Commission") and as specifically set forth herein; and

WHEREAS, as of the Effective Date, for purposes of this Agreement, MCIIm operates where SBC TEXAS is the certified incumbent Local Exchange Carrier and MCIIm is a certified competitive Local Exchange Carrier.

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1 SCOPE OF AGREEMENT

1.1 This Agreement consists of this set of General Terms and Conditions and the following appendices:

Appendix I: Definitions
Appendix II: Bona Fide Request
Appendix III: Intentionally Omitted
Appendix IV: Collocation
Appendix V: Directory Assistance Listing Information
Appendix VI: Directory Assistance Services
Appendix VII: Invoicing
Appendix VIII: INW
Appendix IX: Intentionally Omitted
Appendix X: Line Sharing
Appendix XI: Network
Appendix XII: Number Portability
Appendix XIII: Numbering
Appendix XIV: Operations Support Systems
Appendix XV: Operator Services
Appendix XVI: Performance Measurements
Appendix XVII: Pricing (including Price List)

Appendix XVIII: Reciprocal Compensation

Appendix XIX: Recording

Appendix XX: Resale

Appendix XXI: ROW

Appendix XXII: Intentionally Omitted

Appendix XXIII: UNE

Appendix XXIV: xDSL

Technology Presumed Acceptable for Deployment:

Attachment Yellow Zone Process (YZP)

Attachment RABT YZP

Attachment RABT MMP

Appendix XXV: Intentionally Omitted

Appendix XXVI: 911

Appendix XXVII: Intentionally Omitted

Appendix XXVIII: Intentionally Omitted

Appendix XXIX: White Pages

Appendix XXX: Line Splitting

Appendix XXXI: AIN

Appendix XXXII: Out of Exchange

Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms

- 1.2 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.
- 1.3 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any Special Access or Switched Access charge arrangement.
- 1.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

2 INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. See Appendix Definitions.

2.2 Headings Not Controlling

- 2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and will not be construed to

define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

- 2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only.

2.3 Referenced Documents

- 2.3.1 Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition
- 2.3.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to MCI only where SBC TEXAS operates within that jurisdiction. Except as may be specifically set forth elsewhere in the Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

- 2.6.2 Intentionally Omitted.

2.7 Joint Work Product

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

2.8 Severability

If any provision of this Agreement is rejected by the Commission or held to be illegal or invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity and legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the

unenforceable language with enforceable language that reflects such intent as closely as possible.

- 2.9 SBC TEXAS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.
- 2.10 Intentionally Omitted.
- 2.11 Intentionally Omitted.
- 2.12 Scope of Obligations
 - 2.12.1 SBC TEXAS's obligations under this Agreement to provide unbundled Network Elements and Resale shall apply only to the portions of Texas in which SBC TEXAS is deemed to be the ILEC under the Act.
 - 2.12.2 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC TEXAS's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which SBC TEXAS is then deemed to be the ILEC under the Act (the "ILEC Territory").
 - 2.12.3 The Agreement sets forth the terms and conditions pursuant to which SBC TEXAS agrees to provide MCIm with access to unbundled Network Elements (UNEs), Collocation, Resale and Interconnection under Applicable Law in SBC TEXAS's incumbent local exchange areas for the provision of MCIm's Telecommunications Services.

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

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 3.2 SBC TEXAS shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, SBC TEXAS shall not discontinue or refuse to provide any service provided or required under this Agreement without MCIm's prior written agreement. This is not intended to impair SBC TEXAS's ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by SBC TEXAS during the term of this Agreement.

4 GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.
- 4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.

4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275 and, except as set forth elsewhere in this Agreement, each Party is responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network.

4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan. .

5 INSURANCE

5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

5.3 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

5.4 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.

5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.

5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.

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

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

Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

- 5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

6 OPERATING COMPANY NUMBER (OCN)

- 6.1 Upon the Effective Date, MCI shall provide SBC TEXAS with MCI's state-specific authorized and nationally recognized OCNs as applicable, for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services as required by the North American Company Code Assignment Procedures. In addition, MCI shall provide SBC TEXAS with one (per CLEC) state-specific authorized and nationally recognized Access Carrier Name Abbreviations (ACNAs) applicable for facilities-based (Interconnection and/or unbundled Network Elements) as assigned by Telecordia Technologies.
- 6.2 In the event that either Party changes any of its OCNs, ACNAs, or other company identifiers, the other Party may seek recovery of its reasonable and demonstrable costs associated with updating its applicable databases, systems and records to reflect the change in company identifiers. Further, in the event that either Party changes any of its OCNs, ACNAs, or other company identifiers, that Party shall provide the other Party with thirty (30) days written notice prior to implementing such change in OCNs, ACNAs, or other company identifiers. Notwithstanding the above, for any change in branding announcements or recordings, MCI shall pay any applicable charges as set forth in Appendix Pricing associated with recording and updating any MCI branding or announcements.
- 6.3 When an end user customer changes its service provider from SBC TEXAS to MCI or from MCI to SBC TEXAS and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.
 - 6.3.1 Intentionally Omitted.
 - 6.3.2 Intentionally Omitted.
 - 6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by Texas law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

7 TERM AND TERMINATION

7.1 In SBC TEXAS, the Effective Date of this Agreement shall be August 18, 2005.

7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for five (5) years after the Effective Date and continue in full force and effect on a month to month basis, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations. If this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to the survivability clauses contained herein.

7.3 Notwithstanding any other provision of this Agreement either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the Party that failed to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

7.4 Intentionally Omitted.

7.5 Upon termination of this Agreement in accordance with this Section 7:

- a. each Party shall continue to comply with its Confidential Information obligations,
- b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
- c. each Party's indemnification obligations shall survive.

7.6 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated

herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

- 7.7 If either Party serves notice of expiration herein, MCI shall have ten (10) calendar days to provide SBC TEXAS written confirmation if MCI wishes to pursue a successor agreement with SBC TEXAS, MCI shall identify the action to be taken. If MCI wishes to pursue a successor agreement with SBC TEXAS, MCI shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC TEXAS under Sections 251/252 of the Act. Upon receipt of MCI's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 7.8 If written notice is not issued herein, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBCTEXAS received MCI's Section 252(a)(1) request.
- 7.9 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), MCI withdraws its Section 252(a)(1) request, MCI must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that MCI does not wish to pursue a successor agreement with SBCTEXAS for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date MCI provides notice of withdrawal of its Section 252(a)(1) request.
- 7.9.1 If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following SBC TEXAS's receipt of MCI's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in this Agreement.
- 7.10 If MCI does not affirmatively state that it wishes to pursue a successor agreement with SBC TEXAS in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date MCI provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following MCI provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in this Agreement.
- 7.11 In the event of termination of this Agreement herein, SBC TEXAS and MCI shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that MCI shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8 FRAUD

- 8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.
- 8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.
- 8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.
- 8.5 SBC TEXAS will provide notification messages to MCI on suspected occurrences of ABS-related fraud on MCI accounts stored in the applicable LIDB. SBC TEXAS will provide via fax.
- 8.6 SBC TEXAS shall make available to MCI all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third party including prevention, detection, or control functionality embedded within any of the Network Elements. SBC TEXAS will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCI using the same criteria SBC TEXAS uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. SBC TEXAS shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.
- 8.7 Intentionally Omitted.
- 8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.
- 8.9 Intentionally Omitted.
- 8.10 Intentionally Omitted.

9 DEPOSITS

- 9.1 Intentionally Omitted.

- 9.2 Upon request by either Party, the Billed Party, when having met the requirements listed in Section 9.2.1, will provide the other Party with adequate assurance of payment of amounts due (or to become due) in the form of a deposit.
- 9.2.1 At the Effective Date if the Billed Party has received at least two (2) delinquent notices in the prior twelve (12) months; if the Billed Party is a new entrant to the market or an affiliate to an existing ILEC or CLEC ("New Entrant") and has not been in service long enough to have already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC TEXAS for charges incurred as a CLEC or ILEC; or if there is deemed by SBC TEXAS to be an impairment of credit of the "New Entrant" at the initial establishment of credit;
- 9.2.2 Such impairment of credit will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months; or
- 9.2.3 The Billed Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Billed Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by the Billing Party under this Agreement for the month in question; or
- 9.2.4 The Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of:
- 9.3.1 a cash security deposit ("Cash Deposit") held by the Billing Party or;
- 9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming the Billing Party as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties ("Letter of Credit").
- 9.3.3 The Cash Deposit or Letter of Credit must be the greater of: 1) an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by the Billing Party, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement; or 2) \$ 17,000 flat fee.
- 9.4 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in the State of Texas.

- 9.5 All cash deposits will accrue interest payable when the deposit is returned to the Billed Party. However, neither Party will pay interest on a Letter of Credit.
- 9.6 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive month's good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.
- 9.7 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, that the Billing Party holding the Deposit, may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:
- 9.7.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or
 - 9.7.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 9.7.3 when this Agreement expires or terminates; or
 - 9.7.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party, who is holding the Deposit shall credit any cash deposit to the Billed Party's account so long as it has not been sent more than one delinquency notification letter for Texas during the most recent twelve (12) months.
- 9.8 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party, who is holding the Deposit, will not increase the deposit amount required. If the Billed Party fails to maintain timely compliance with its payment obligations, the Billing Party, who is holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.
- 9.9 If during the first six (6) months of operations in Texas, if the Billed Party has been sent one delinquency notification letter by the Billing Party, who is holding the deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.
- 9.9.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Billing Party, who is holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.

- 9.10 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months_billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.
- 9.11 Intentionally Omitted
- 9.12 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party, who is holding the Deposit within fifteen (15) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.
- 9.13 Intentionally Omitted
- 9.14 The fact that the Billing Party, who is holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10 NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 10.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Network Elements and Collocation under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, SBC TEXAS will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and Collocation furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to SBC TEXAS within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges.
- 10.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of SBC TEXAS's notice of Unpaid Charges:
- 10.2.1 notify SBC TEXAS in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12 of this Agreement, together with the reasons for its dispute; and
- 10.2.2 pay all undisputed Unpaid Charges to SBC TEXAS; and
- 10.2.3 pay all Disputed Amounts (other than disputed charges arising from Appendix Reciprocal Compensation) into an interest bearing escrow account that complies with the requirements set forth herein, and
- 10.2.4 the Non-paying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth

herein and deposited a sum equal to the Disputed Amounts (other than disputed charges arising from Appendix Reciprocal Compensation) into that account. Until evidence that the full amount of the Disputed Charges (other than disputed charges arising from Appendix Reciprocal Compensation) has been deposited into an escrow account that is furnished to SBC TEXAS, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

- 10.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.
- 10.4 After expiration of the written notice furnished pursuant to Section 10.1 hereof, if Non-paying Party continues to fail to comply with Section 10.2.1 through 10.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC TEXAS shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to Non-paying Party for payment within fifteen (15) calendar days of any of the obligations enumerated in Section 10.1. On the day that SBC TEXAS provides such written demand to the Non-paying Party, SBC TEXAS may also exercise any or all of the following options:
 - 10.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 10.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 10.5 Notwithstanding anything to the contrary in this Agreement, SBC TEXAS' exercise of any of its options under Section 10.4, 10.4.1 and 10.4.2:
 - 10.5.1 will not delay or relieve the Non-paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 10.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 10.6 A copy of the demand provided to the Non-paying Party under Section 10.4 will be provided to the Commission.
- 10.7 If the Non-Paying Party fails to pay SBC TEXAS on or before the date specified in the demand letter provided under Section 10.4 of this Agreement, SBC TEXAS may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to the Non-Paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
 - 10.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 10.7.2 disconnect any Resale Services, Network Elements and/or Collocation furnished

under this Agreement. Disconnection of services shall occur for all services provided from SBC TEXAS for the Non-Paying Party's Billed Account Number (BAN).

- 10.8 Within five (5) calendar days following any such disconnection, SBC TEXAS will notify each Resale End User that because of Non-Paying Party's failure to pay SBC TEXAS, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider. SBC TEXAS will notify the Commission of the names of all Resale End Users who received a notice under Section 10.8.
- 10.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC TEXAS may terminate the Resale End User's service.
- 10.10. SBC TEXAS will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 10.9.
- 10.11 Non-Paying Party shall be responsible for all charges for any service furnished by SBC TEXAS to any End User pursuant to Section 10.8 hereof.
- 10.12 Nothing in this Agreement shall be interpreted to obligate SBC TEXAS to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC TEXAS has with regard to such Resale End Users under Applicable Law.

11 INTENTIONALLY OMITTED

12 DISPUTE ESCALATION AND RESOLUTION

12.1 Intentionally Omitted.

12.2 Alternative to Litigation

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

12.3 Commencing Dispute Resolution

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

- LSC Billing Disputes / Billing Claims Process (see Appendix Invoicing)
- Informal Dispute Resolution; and
- Formal Dispute Resolution, each of which is described below.

12.3.1 Intentionally Omitted.

12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.3.3 Formal Dispute Resolution Procedures

12.3.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission for Formal Dispute Resolution, including arbitration or other procedures as appropriate, not earlier than forty-five (45) calendar days after receipt of the letter initiating Dispute Resolution, unless otherwise agreed by the Parties. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about

telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures, including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.3.3.3 Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, consequential damages multiple damages or any other damages not measured by the prevailing Party's actual damages. and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

13 AUDITS

- 13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, once each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Any audit under this Section shall be for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.

- 13.3 As mutually agreed upon by the Parties, such audit shall be conducted either by the Auditing Party's employee(s) or by one (1) or more independent auditor(s). If the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged the Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than once during any Contract Year if (i) the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit. or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing and Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCIIm shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC TEXAS to MCIIm within six (6) months of the date such usage was incurred.
- 13.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

- 13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

14 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15 LIMITATION OF LIABILITY

- 15.1 Liabilities of MCIm – MCIm's liability to SBC TEXAS during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCIm to SBC TEXAS under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 15.2 Liabilities of SBC TEXAS – SBC TEXAS's liability to MCIm during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars (\$25,000,000).
- 15.3 No Consequential Damages - Neither MCIm nor SBC TEXAS shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit SBC TEXAS's or MCIm's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by SBC TEXAS's or MCIm's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

16 INDEMNITY

16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- (a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- (b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, resale services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

- (c) any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;
- (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and
- (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

- 16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.
- 16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in the provisions in this Agreement relating to confidential information.

17 REMEDIES

- 17.1 Intentionally Omitted.
- 17.2 Intentionally Omitted.
- 17.3 In addition to any other available rights or remedies, MCIm may sue in equity for specific performance. However, the Parties agree that SBC TEXAS reserves it right to argue in any given case that specific performance is not an appropriate remedy.

18 INTELLECTUAL PROPERTY

- 18.1 The Parties acknowledge that this Agreement to Interconnect with SBC TEXAS's network and to unbundle and/or combine SBC TEXAS's Network Elements (including combining with MCI's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, SBC TEXAS will use its best efforts to provide MCI with Intellectual Property Rights related to SBC TEXAS's Unbundled Network Elements as necessary to permit MCI to use such Unbundled Network Elements in the same manner as SBC TEXAS.
- 18.2 SBC TEXAS agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCI the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. SBC TEXAS will provide a list of all Vendor/Licensors applicable to the subject Unbundled Network Element(s). SBC TEXAS shall promptly notify MCI of any Vendor/Licensors from which SBC TEXAS is unable to obtain the necessary rights or contract information set forth in this Section 18.2. SBC TEXAS shall, at MCI's request, contact the Vendor/Licensor to attempt to obtain permission to reveal additional contract details to MCI.
- 18.3 Intentionally Omitted.
- 18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among SBC TEXAS and requesting carriers using that unbundled network element.
- 18.5 SBC TEXAS will indemnify MCI for any claims of infringement arising from MCI's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which SBC TEXAS has obtained the necessary rights provided in Section 18.2(i).
- 18.6 Intentionally Omitted.
- 18.7 Except as set forth in Section 18.2, SBC TEXAS hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCI's (or any Third Parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCI's Network Elements) in SBC TEXAS's network or MCI's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property Rights SBC TEXAS agrees in Section 18.2 to use its best efforts to obtain.
- 18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

19 NOTICES

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

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

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

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

19.2.1 in the case of written notice, the date of actual receipt; or

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

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	MCIIm CONTACT	SBC TEXAS CONTACT
NAME/TITLE	V.P. & Chief Technology Counsel	Contract Administration ATTN: Notices Manager
STREET ADDRESS	MCI, Inc. 1133 19 th Street NW	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Washington, DC 20036	Dallas, TX 75202-5398
FACSIMILE NUMBER	(202) 736-6382	214-464-2006

Copy to:

MCI
Senior Manager, Carrier Agreements
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601
Fax: (312) 470-5575

19.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, SBC TEXAS may also communicate official information to MCIIm via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

20 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

21 INTENTIONALLY OMITTED

22 CONFIDENTIALITY

- 22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :
- 22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCI or SBC Illinois pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCI or SBC Illinois customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCI to SBC Illinois or SBC Illinois to MCI or otherwise acquired by SBC Illinois or MCI in the course of the performance of this Agreement, shall be deemed Confidential Information of MCI or SBC Illinois, as the case may be, for all purposes under this Agreement.

- 22.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees
- i. to use it only for the purpose of performing under this Agreement,
 - ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and
 - iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.

22.4 Return of Confidential Information

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

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

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

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

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

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

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

- 22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
 - 22.5.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 18.6.
- 22.6 Proposed Disclosure of Confidential Information to a Governmental Authority
- 22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
 - 22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.
 - 22.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.
 - 22.6.4 Notwithstanding any of the foregoing, SBC Illinois shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to SBC Illinois's activities under the Act and SBC Illinois need not provide prior written notice of such disclosure to MCIIm if SBC Illinois has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 22.7 Customer Proprietary Network Information ("CPNI")
- 22.7.1 CPNI related to MCIIm's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCIIm's proprietary information and may not be used by SBC Illinois for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to SBC

Illinois's employees, contractors, agents or Affiliates with a need to know, unless the MCIIm subscriber expressly directs MCIIm to disclose, or approves the disclosure of, such information to SBC Illinois pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If SBC Illinois seeks and obtains approval to use or disclose such CPNI from MCIIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, SBC Illinois may use or disclose only such information as MCIIm provides pursuant to such authorization and may not use information that SBC Illinois has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to SBC Illinois's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be SBC Illinois's proprietary information and may not be used by MCIIm for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCIIm's employees, contractors, agents or Affiliates with a need to know, unless the SBC Illinois subscriber expressly directs SBC Illinois to disclose, or approves the disclosure of, such information to MCIIm pursuant to the requirements of Section 222(c)(1) or (2). If MCIIm seeks and obtains approval to use or disclose such CPNI from SBC Illinois's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCIIm may use or disclose only such information as SBC Illinois provides pursuant to such authorization and may not use information that MCIIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

- 22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.
- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
 - ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.
- 22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

- 22.10 Nothing in this Section 20 or anywhere else in this Agreement shall prevent SBC Illinois from using recorded usage data for the limited purposes of designing and/or maintaining SBC Illinois's telecommunications network and/or ensuring that SBC Illinois's telecommunications network performs properly in providing its intended telecommunications functions and services. SBC Illinois shall not use recorded usage data for any other purpose except as mutually agreed upon.

23 INTERVENING LAW

- 23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et al. v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Inter-carrier Compensation generally, issued In the Matter of Developing a Unified Inter-carrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law (collectively "Government Actions"); provided, however, nothing in this Intervening/Change in Law paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under this Intervening/Change in Law paragraph with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from February 1, 2001 through May 31, 2004.
- 23.2 To the extent that this Agreement is ported to an SBC state where the SBC ILEC has not already adopted the FCC ISP terminating compensation plan ("FCC Plan"), these rights also include but are not limited to that SBC ILEC's right to exercise its option at any time to adopt on a date specified by the SBC ILEC the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement (except as otherwise provided in the Superseding Amendment during the term of that Amendment February 1, 2001 through May 31, 2004). Since SBC TEXAS has adopted the FCC Plan in Texas, the Parties understand and agree that effective June 1, 2004, the day after

expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of June 1, 2004, the Parties agree that beginning December 1, 2003 they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under this Agreement as of June 1, 2004. The resulting conforming language shall reflect that as of June 1, 2004, the FCC Plan shall apply to ISP bound traffic for the remaining duration of the Agreement.

- 23.3 If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.

24 GOVERNING LAW

- 24.1 Unless otherwise provided by Applicable Law, This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations, interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the State of TEXAS shall govern, without regard to its conflicts of laws principles.

25 REGULATORY APPROVAL

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26 CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

- 26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier

Selection Changes (47 CFR 64.1100 et. seq.). Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

- 26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.
- 26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix UNE of this Agreement.

27 COMPLIANCE AND CERTIFICATION

- 27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 27.2 Each Party will be responsible for obtaining all necessary state certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement
- 27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

28 LAW ENFORCEMENT

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

28.1 Intercept Devices:

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

28.2 Subpoenas:

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

28.3 Emergencies:

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

29 RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 29.1 Each Party is an independent contractor and has and hereby retains the right, subject to Section 32 of these General Terms and Conditions (Delegation to Affiliate and Subcontracting), to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.
- 29.3 Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

31 ASSIGNMENT

- 31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or

delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

31.2 Intentionally Omitted.

31.3 If during the term, SBC TEXAS sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC TEXAS shall provide MCIIm not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCIIm acknowledges that SBC TEXAS shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that MCIIm must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCIIm's interests pursuant to this Agreement SBC TEXAS shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCIIm and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which SBC TEXAS is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that SBC TEXAS owns or leases which are used in connection with SBC TEXAS's provision to MCIIm of any Interconnection, resale services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

32 DELEGATION TO AFFILIATE AND SUBCONTRACTING

32.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party, which elects to perform its obligations through an Affiliate or third party, shall cause its Affiliate or any third party to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

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

33 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

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

34 FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or, if appropriate, be excused from performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

35 TAXES

- 35.1 Each Party purchasing Interconnection, Resale Services, Lawful unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to, the Interconnection, Resale Services, Lawful unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 35.2 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities products or services under this Agreement if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax (ii) the purchasing party shall be required to pay all such taxes to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party.

Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 35.2 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 35.4 Intentionally Omitted.
- 35.5 Intentionally Omitted.
- 35.6 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 35.7 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority
- 35.8 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 35.9 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both

allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

35.10 With respect to any Tax or Tax controversy covered by this Section 35, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

35.11 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

36 NON-WAIVER

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

37 INTENTIONALLY OMITTED

38 INTENTIONALLY OMITTED

39 INTENTIONALLY OMITTED

40 CUSTOMER INQUIRIES

40.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and

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

40.3 Except as otherwise provided in this Agreement, MCIIm shall be the primary point of contact for MCIIm's end user customers with respect to the services MCIIm provides such end user customers.

- 40.4 Customer Contact. MCIIm will provide the exclusive interface to MCIIm end user customers concerning service provided by MCIIm, except as MCIIm may otherwise specify. When MCIIm requires SBC TEXAS personnel or systems to interface with MCIIm end user customers, the SBC TEXAS personnel shall identify themselves as representing MCIIm, or any brand as MCIIm may specify, and shall not identify themselves as representing SBC TEXAS or any other entity.

41 EXPENSES

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

42 CONFLICT OF INTEREST

The Parties represent that no employee or agent of either Party has been paid a fee, or otherwise received any compensation or consideration from the other Party, in connection with the negotiation of this Agreement or any associated documents.

43 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification, Confidential Information, Limitation of Liability, Deposits, Non-payment and Disconnection, Dispute Resolution and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

44 INTENTIONALLY OMITTED

45 AMENDMENTS AND MODIFICATIONS

- 45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless agreed to by the Parties or specifically ordered by the Commission.
- 45.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

46 INTENTIONALLY OMITTED

47 INTENTIONALLY OMITTED

48 AUTHORITY

- 48.1 SBC TEXAS represents and warrants that it is a Texas Limited Partnership duly organized, validly existing and in good standing under the laws of the state of TEXAS.

SBC TEXAS represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC TEXAS. SBC TEXAS represents and warrants that it has full power and authority to perform its obligations hereunder.

48.2 MCIIm represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. MCIIm represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

49 COUNTERPARTS

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

50 ENTIRE AGREEMENT

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

51 PURCHASING FROM TARIFF

Except as otherwise provided in this Agreement, the Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC-TEXAS may file, absent Commission order to the contrary. The Parties agree that MCIIm is not precluded from ordering products and services available under any effective SBC-TEXAS tariff or any tariff that SBC-TEXAS may file in the future, provided that the products and services are not already available under this Agreement, and provided that MCIIm satisfies all conditions contained in such tariff that are legitimately related to the particular tariff offering, including, but not limited to, the rates for the selected product or service, and the terms and conditions regarding provisioning. Provided, however, that MCIIm shall not be bound by the general terms and conditions of the tariff that are otherwise addressed in this Agreement. MCIIm may also order from a tariff a product or service that is available in its Agreement, provided that prior to ordering such product or service, MCIIm amends its Agreement to remove the rates, terms and conditions associated with the product or service it is ordering from the tariff.

52 ALTERNATIVELY BILLED SERVICES

The Parties agree that Alternately Billed Services (ABS) shall mean local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the SBC TEXAS's unbundled Local Switching (ULS) or UNE-P, further defined in the 13 State ABS Agreement. ABS is subject to the terms, conditions and pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004.

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

**SOUTHWESTERN BELL TELEPHONE L.P. (dba
SBC TEXAS)**

By SBC Operations, Inc.,
Its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

“Act” means the Communications Act of 1934 [47 U.S.C. 151 et seq.], as amended by the Telecommunications Act of 1996, codified throughout 47 U.S.C.

“Access Service Request” (ASR) is an industry standard form and supporting documentation used by the Parties to order Switched Access Service and/or to add, establish, change or disconnect Trunks for the purposes of Interconnection.

“ACNA” means Access Customer Name Abbreviation and is a three digit alpha code assigned to identify carriers (including both ILECs AND CLECs) for billing and other identification purposes.

“Advanced Intelligent Network” or “AIN” is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

“Affiliate” is as defined in the Act.

“Alliance for Telecommunications Industry Solutions” (ATIS) is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

“Alternate Billing Service” (ABS) means a service that allows end user customers to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

“Applicable Law” means all federal, state and local statutes, laws, rules, regulations, ordinances, codes, guidelines, orders and decisions of courts of competent jurisdiction that relate to a Party’s obligations under this Agreement.

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

“Automatic Number Identification” or (ANI) identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the Calling Party Number (CPN).

“Automatic Route Selection” (ARS) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

“Billing” involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate end user customer Billing with attendant documentation. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“Billed Number Screening” (BNS) means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

“Business Day” means Monday through Friday, excluding holidays in which banks and government offices are closed.

“Calling Party Number” (CPN) means a Common Channel Signaling (CCS) parameter, as for example a Signaling System 7 (SS7) parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

“Carrier” see Telecommunications Carrier.

“Carrier Access Billing System” (CABS) is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. The CABS document is published by Telcordia Technologies in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of switched access service and other connectivity issues.

“Central Office” means a building or space within a building where transmission facilities or circuits are connected or switched.

“Centrex” means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like, features.

“Collocation” is as described by Applicable Law.

“Commercial Mobile Radio Service” (CMRS) is as defined in the Act.

“Commingling” means the connecting, attaching, or otherwise linking of an unbundled Network Element, or Combination of unbundled Network Elements, to one or more facilities or services that MCI has obtained at wholesale from SBC TEXAS, or the combining of an Unbundled Network Element, or a combination of Unbundled Network Elements, with one or more such facilities or services. “Commingle” means the act of commingling.

“Commission” or “PUC” means the Public Utility Commission of Texas

“Common Channel Signaling” (CCS) means a method of exchanging call set-up and network control data over a digital signaling network used to transport supervision signals, control signals and data messages. It is a special network, fully separate from the transmission path of the public switched network that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

“Common Language Location Identifier” (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

“Communications Assistance for Law Enforcement Act” (CALEA) refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

“Competitive Local Exchange Carrier” (CLEC) is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

“Conduit” means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

“Control Office” is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

“Coordinated Cutover” means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the old service provider starts the cutover and finishes the cutover, coordination of testing, and working with the new service provider to ensure that the cutover is properly performed and completed.

“Cross Connection” means an intra-Wire Center channel of the appropriate bandwidth and media, connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

“Customer Usage Data” means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

“Custom Local Area Signaling Service Features” (CLASS) means certain call-management service features available to end user customers within a Local Access and Transport Area (“LATA”), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Desired Due Date” means the desired service activation date as requested by MCI on a service order.

“Dialing Parity” is as defined in the Act.

“Digital Signal Level” is one of several transmission rates in the time-division multiplex hierarchy.

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

“Digital Signal Level 1” (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

“Digital Signal Level 3” (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

“End Office Switch” or “End Office” means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

“End User” or “End User Customer” means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used

herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“Enhanced Extended Link” (“EEL”) consists of a Combination of an unbundled Loop and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those unbundled Network Elements, with or without multiplexing capabilities.

“Enhanced Service Provider” (ESP) is a provider of enhanced services as those services are defined in the Act.

“Exchange Access” is as defined in the Act.

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

“Exchange Service” means Telephone Exchange Service, as defined in the Act.

“Feature Group D” or “FGD” is access available to all customers, providing Trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for Customer use in originating and terminating communications.

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

“Group Record” means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all special billing numbers in an NPA-0/1XX.

“Incumbent Local Exchange Carrier” (ILEC) is as defined in the Act.

“Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

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

“Integrated Services Digital Network” (ISDN) means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

“Interconnection” is as defined in the Act.

“Interexchange Carrier” (IXC) means a Telecommunication Carrier that provides interLATA or intraLATA Telephone Toll Services.

“InterLATA” is as defined in the Act.

"Interlata Traffic" describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

"Intralata Toll Traffic" describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the tariff on file with the Commission.

"Local Access Transport Area" (LATA) is as defined in the Act.

"Local Exchange Carrier" (LEC) is as defined in the Act.

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

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

"Local Service Ordering Guide" (LSOG) is a document developed by the OBF to establish industry-wide ordering and billing processes.

"Local Service Request" (LSR) means the industry standard forms and supporting documentation used for ordering local services.

"Main Distribution Frame" (MDF) means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

"MECAB" refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

"Meet Point" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

"Meet-Point Billing" (MPB) refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

"Network Data Mover" (NDM) is an industry standard protocol for the electronic transfer of information.

"Network Element" is as defined in the Act.

"Non-Qualifying Service" is a service that is not a Qualifying Service (defined below).

“North American Numbering Plan” (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

“Numbering Plan Area” (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs, also known as a “Service Access Codes” (SAC Codes) are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

“Number Portability Administration Center” (NPAC) means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

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

“Originating Point Code” (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

“Parity” means the provision of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which SBC TEXAS provides itself, its customers, subsidiaries, Affiliates or any third party.

“Party” means either SBC TEXAS or MCIIm. “Parties” means both SBC TEXAS and MCIIm.

“Plain Old Telephone Service” (POTS) means basic telephone service.

“Public Switched Network” or “Public Switched Telecommunications Network” (PSTN) includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

“Qualifying Service” is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of Incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

“Rate Center” means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

“Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.

“Remote Terminal” or “RT” means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

“Service Management System” (SMS) means an off-line system used to access, create, modify or update information in a database.

“Signaling System 7” (SS7) means a signaling protocol used by the CCS network.

“Switch” means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange_Access Services include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange_Access Services.

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

“Tandem Office Switch” or “Tandem” means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

“Technically Feasible”, including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

“Telecommunications” is as defined in the Act.

“Telecommunications Carrier” is as defined in the Act.

“Telecommunications Equipment” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

“Telephone Exchange Service” is as defined in the Act.

“Telephone Toll Service” is as defined in the Act.

“TELRIC” means Total Element Long-Run Incremental Cost.

“Third Party” means any person other than a Party.

“Toll Free Service” is service provided with any dialing sequence that invokes toll-free, 800-like, service processing (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

“Trunk” means a communication line connecting two switching systems.

“Wire Center” means the physical structure where SBC TEXAS terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

BONA FIDE REQUEST (“BFR”) PROCESS

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1 GENERAL CONDITIONS

- 1.1 *Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by MCI to SBC TEXAS for methods of interconnection, access to Unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to SBC TEXAS.
- 1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

2 BFR APPLICATION FORM

- 2.1 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on <https://clec.sbc.com/clec/>. Included with the Application MCI shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

3 RESPONSIBILITIES OF THE PARTIES

- 3.1 *SBC TEXAS shall promptly consider and analyze the submission of a Bona Fide Request from MCI for : (a) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC TEXAS provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or an unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a "BFR Item".
- 3.2 MCI may cancel a Bona Fide Request at any time by written notice to SBC TEXAS, but will pay SBC TEXAS, as specified below, for reasonable costs incurred by SBC in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC TEXAS's receipt of the cancellation.
- 3.3 **Analysis of the BFR**
- 3.3.1 MCI is responsible for the reasonable costs incurred by SBC-TEXAS to prepare the Preliminary Analysis of MCI's BFR. When submitting a BFR Application Form, MCI has two options to compensate SBC TEXAS for its costs incurred to complete the Preliminary Analysis of the BFR:

- 3.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC TEXAS's preliminary evaluation costs, in which case SBC TEXAS may not charge MCIm in excess of the Deposit to complete the Preliminary Analysis; or
 - 3.3.1.2 Not make the Deposit in which case MCIm shall be responsible for all reasonable costs incurred by SBC TEXAS to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
 - 3.3.2 If MCIm submits a Deposit with its BFR, and SBC TEXAS is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC TEXAS will return the Deposit to MCIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIm, either be refunded or credited toward additional developmental costs authorized by MCIm. If MCIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIm.
 - 3.3.3 SBC TEXAS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC TEXAS shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIm will provide an updated BFR application to include the additional information. MCIm acknowledges that the time intervals set forth in this Schedule begin once SBC TEXAS has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
 - 3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC TEXAS shall provide to MCIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:
 - 3.3.4.1 indicate that SBC TEXAS will provide the BFR Item; or
 - 3.3.4.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.
- 3.4 Bona Fide Request Quote
 - 3.4.1 If the Preliminary Analysis indicates that SBC TEXAS will provide the BFR Item, MCIm may, at its discretion, provide written authorization for SBC TEXAS to prepare a "BFR Quote". The BFR Quote shall, as

applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC TEXAS deems relevant to MCI's request for the BFR Item.

3.4.1.1 MCI's written authorization to develop the BFR Quote must be received by SBC TEXAS within thirty (30) calendar days of MCI's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCI's obligation to pay SBC TEXAS's reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCI for SBC TEXAS to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCI to submit a new BFR.

3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC TEXAS shall provide to MCI a BFR Quote.

3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCI must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC TEXAS for its reasonable costs incurred in the preparation of the BFR Quote. If MCI believes SBC TEXAS's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, SBC TEXAS does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCI will reimburse SBC TEXAS for its reasonable costs incurred in preparing the BFR Quote.

4 PRICES

4.1 Unless MCI agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

APPENDIX COLLOCATION

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1 COLLOCATION TERMS

Except as set forth below in this Appendix Collocation, SBC TEXAS shall provide, and MCIIm agrees to purchase, Collocation in accordance with the requirements of the version of SBC TEXAS's Local Access Service Tariff Section 5: "Physical Collocation," and SBC TEXAS's Access Services Tariff Section 26: "Virtual Collocation" (the "Tariffs") attached to this Appendix Collocation as Exhibit 1 and Exhibit 2 incorporated by this reference. The Parties agree that any changes to the Tariffs made by SBC TEXAS and filed with the Commission shall be treated like an intervening law event under Section 23 of the General Terms and Conditions of this agreement, and will modify the terms, conditions or prices of this Appendix Collocation if the Agreement is amended in accordance with the procedures set forth in Section 23 of the general terms and conditions (Intervening Law) and the Agreement's Dispute Resolution provisions, if the Parties cannot agree upon an amendment.

2 INTENTIONALLY OMITTED**3 METERED POWER**

MCIIm shall be permitted, at its option, to place its own Battery Distribution Fuse Board (BDFB) in its physical collocation space, however, SBC TEXAS may reject such installation if the structural integrity of the collocated space is jeopardized.

Exhibit 1

PHYSICAL COLLOCATION

Exhibit 2

VIRTUAL COLLOCATION

Directory Assistance Listing Information (DALI)

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1 INTRODUCTION

- 1.1 The prices at which SBC TEXAS agrees to provide MCIIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain SBC TEXAS's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of SBC TEXAS's telephone exchange service subscribers located in the State of TEXAS. DALI shall also include updates. SBC TEXAS shall use commercially reasonable efforts to provide MCIIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of TEXAS and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in TEXAS who have not objected to disclosure of such information in accordance with Applicable Law.
- 2.2 Where technically feasible, SBC TEXAS will provide Dialing Parity Directory Listings in SBC TEXAS (herein after collectively referred to as DAL):
- 2.2.1 SBC TEXAS owns and maintains the database containing directory assistance listing information.
- 2.2.2 Inasmuch as SBC TEXAS provides DA service under contract for other Telecommunications Carriers, SBC TEXAS's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
- 2.2.3 SBC TEXAS agrees to provide DALI under the following terms and conditions:
- 2.2.3.1 The data will be received from SBC TEXAS via Network Data Mover ("NDM") listed by NPA.
- 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, SBC TEXAS shall provide DALI to MCIIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
- 2.2.5 On a daily basis, SBC TEXAS shall provide updates. Updates shall be current as of the provision date.
- 2.2.6 Upon request, SBC TEXAS shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

3 UNBUNDLED NETWORK ELEMENT

- 3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of the PUC of Texas' rulings, SBC TEXAS shall provide DALI to MCIIm as an unbundled Network Element.

4 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 MCIIm may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.
- 4.2 If this Agreement is terminated by MCIIm with the stated intention that no successor agreement will be entered into, MCIIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by SBC TEXAS, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIIm may verify the listing by matching the caller-provided address with the address in MCIIm's database. MCIIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIIm can notify the customer that the requested listing is non-published.

5 EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 SBC TEXAS shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). SBC TEXAS will provide to MCIIm a telephone number that will permit MCIIm to contact SBC TEXAS in the event a MCIIm customer ("Calling Party") indicates to MCIIm that he/she must reach a SBC TEXAS customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the SBC TEXAS DALI database, SBC TEXAS will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to SBC TEXAS by MCIIm or the contact telephone number of MCIIm.
 - 5.1.1 SBC TEXAS will only accept calls from employees of MCIIm or its affiliates on behalf of MCIIm's end user customers. SBC TEXAS will not accept calls from MCIIm's end user customers.
- 5.2 MCIIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIIm use the Non-Pub ENS for non-emergency situations.
- 5.3 MCIIm's representative shall provide to SBC TEXAS (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.
- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), SBC TEXAS will wait approximately thirty (30) minutes and make a second call attempt. If

SBC TEXAS's second call attempt is unsuccessful, SBC TEXAS will promptly call MCIIm and inform MCIIm of its inability to reach the Non-Published Customer.

- 5.5 If the Non-Published Customer does not answer but SBC TEXAS reaches such Non-Published Customer's answering machine or voice mail service, SBC TEXAS will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to SBC TEXAS by MCIIm or the contact telephone number of MCIIm. SBC TEXAS will promptly call MCIIm and inform MCIIm that SBC TEXAS left a message for the Non-Published Customer.
- 5.6 Under no circumstances will SBC TEXAS release Non-Published telephone numbers to a MCIIm employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

6 PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

7 ASSIGNMENT

- 7.1 MCIIm may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all Applicable laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

8 LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

DIRECTORY ASSISTANCE SERVICES

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCIIm provided by SBC TEXAS.
- 1.2 SBC TEXAS shall provide to MCIIm customers the capability to dial the same telephone numbers for access to SBC TEXAS's directory assistance as SBC TEXAS customers use to access SBC TEXAS directory assistance. Access numbers to SBC TEXAS's Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

2 DEFINITIONS

- 2.1 The following terms are defined as set forth below:
 - 2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
 - 2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC TEXAS DA Operator.
 - 2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
 - 2.1.4 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3 SERVICES

- 3.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 3.2 SBC TEXAS shall provide Directory Assistance as an unbundled Network Element at TELRIC-based rates, unless SBC TEXAS provides MCIIm with customized routing as defined in Appendix UNE. and unless authorized to discontinue unbundled Directory Assistance by the Commission.
 - 3.2.1 Directory Assistance (DA)
 - 3.2.1.1 Listing Information: SBC TEXAS shall provide to MCIIm the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for MCIIm end user customers who opt for Non-List Number status in the White Pages Directories.
 - 3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of MCIIm's end user customer utilizing an automated voice system or with operator assistance.
 - 3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

- 3.2.4 Business Category Search (BCS): To the extent permitted by Applicable Law, SBC TEXAS will provide MCI end users, a service which will provide MCI end users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a MCI end user provides.

4 CALL BRANDING

- 4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being MCI, audibly and distinctly to the MCI end user at the beginning of each DA call. In all cases, SBC TEXAS will brand the DA call as directed by MCI. MCI will provide written specifications of its name or announcement to be used by SBC TEXAS to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.
- 4.2 Where not technically feasible or where MCI does not request branding, SBC will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, SBC TEXAS will brand DA based upon the criteria outlined.
 - 4.2.1 Where SBC TEXAS is only providing DA on behalf of MCI, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCI, calls will be branded at MCI's request with the same brand. There may be separate brands where separate trunk groups are utilized.
 - 4.2.2 Branding Load Charges

Non-recurring load charges apply per Directory assistance switch (and per OCN, if multiple OCNs are used) for the establishment of MCI specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the SBC TEXAS DA platform.

 - 4.2.2.1 Branding charges are included in Appendix Pricing.

5 DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 If MCI elects to use DA Services where technically feasible and/or available, SBC TEXAS will provide MCI DA Rate/Reference Information, based upon the criteria outlined below:
 - 5.1.1 MCI will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
 - 5.1.2 MCI will inform SBC TEXAS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCI acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCI's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCI's DA Services Rate or Reference Information subject to the requirements herein.

5.2 When an SBC TEXAS Operator receives a rate request from a MCI end user customer, SBC TEXAS will quote the applicable DA rates as provided by MCI.

6 RESPONSIBILITIES OF THE PARTIES

6.1 MCI will provide SBC TEXAS at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.

6.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS Operator assistance switch. Should MCI seek to obtain interexchange DA Service from SBC TEXAS, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.3 MCI will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.4 MCI will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.5 MCI will send the DA listing records to SBC TEXAS for inclusion in SBC TEXAS DA database via electronic gateway as described in Appendix WP.

6.6 MCI agrees that SBC TEXAS may utilize MCI's end user customer's listings contained in SBC TEXAS directory assistance database in providing SBC TEXAS Directory Assistance or DA related services.

6.7 MCI further agrees that SBC TEXAS can release MCI's directory assistance listings stored in SBC TEXAS Directory Assistance database to competing providers.

6.8 SBC TEXAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

7 METHODS AND PRACTICES

7.1 SBC TEXAS will provide DA Services to MCI's end user customers in accordance with SBC TEXAS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

8 PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

9 LIABILITY

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC TEXAS's DA operators.

10 TERM OF APPENDIX

- 10.1 MCIIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIIm may terminate use of SBC TEXAS's DA Services any time after MCIIm has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to SBC TEXAS, inclusive of the notice period.
- 10.2 If MCIIm terminates use of SBC TEXAS's DA Services without complying with Section 10.1 above, MCIIm shall pay SBC TEXAS, within thirty (30) days of the issuance of a final bill by SBC TEXAS, all amounts due for actual services provided under this Appendix.

INVOICING

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions by which the Parties shall render and pay bills for all services provided pursuant to this Agreement, including but not limited to Resale, unbundled Network Elements, Reciprocal Compensation, Interconnection and Collocation.
- 1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments SBC TEXAS may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.
- 1.3 Intentionally Omitted.
- 1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.
- 1.5 For purposes of this Appendix Invoicing, the Party rendering a bill shall be the "Billing Party" and the Party receiving the bill shall be the "Billed Party."

2 TRANSMISSION OF BILLS AND CREDITS

- 2.1 The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information.
- 2.2 Where technically feasible, each Party will transmit billing information and data to the other in an electronic format. Upon transmission failure, the Billed Party will notify the Billing Party within 10 (ten) business days invoice date and the Billing Party will re-transmit the bill at its own cost, provided the transmission failure was caused by the Billing Party's systems or actions. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission. In emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other. The Parties shall use media packaging that is sufficient to ensure that the media is protected and useable when the other Party receives it.
- 2.3 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The Parties will mutually agree upon the file (block size, record length, etc.).
- 2.4 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.
- 2.5 The Parties shall provide each other a single point of contact ("SPOC"), for SBC TEXAS the SPOC will be MCI's designated account manager for handling any questions or problems regarding bills that may arise during the implementation and performance of the obligations of this Appendix Invoicing. The SBC TEXAS SPOC will be available via a single telephone number (not through an answering center).
- 2.6 Each Party will establish monthly billing dates ("Bill Date") for each bill type, which Bill Date will be the same day from month to month. Each Party will provide the other Party at

least thirty (30) calendar days' written notice prior to changing, adding or deleting any bill type. All bills must be received by the recipient no later than ten (10) calendar days from the Bill Date or at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 2.7 The Parties will render and transmit to each other accurate and timely bills.
- 2.8 Credits. If the Billed Party disputes charges pursuant to Section 5 of this Appendix Invoicing and the dispute is resolved in favor of the Billed Party, the Billing Party shall credit the Billed Party for the amount of the Disputed Amounts, along with interest charges no later than the second Bill Due Date after the resolution of the dispute or as otherwise agreed by the Parties. For purposes of this Section, interest charges for services billed out of CABS shall be paid for the period from the date the Disputed Amount was paid through the date the credit is received by the Billed Party and shall be an amount equal to the lesser of: (i) the highest interest rate that may be levied by Applicable Law for each day after the payment due date through and including the date the Billed Party makes payment to the Billing Party; or (ii) .0005 percent (0.0005%) of the amount due, compounded daily for each day after the payment due date through and including the date the Billed Party makes payment to the Billing Party. (Calculation by this method yields an annual percentage rate of eighteen percent (18%)). For purposes of this Section, interest charges for services billed out of CABS shall only be compounded to the extent compounding is specified by the SBC TEXAS intrastate access tariff. For purposes of this Section, interest on credits issued for services billed out of CRIS or RBS shall be applied at the intrastate retail tariff governing Late Payment Charges to SBC TEXAS' retail business end user customers in TEXAS.
- 2.9 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered, and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted by the Billed Party to the Billing Party through an agreed claims process and shall state the nature of the claim and the specific services affected. These reimbursements will be set forth in the appropriate section of the bill that correlates to a billing dispute raised by either Party.
- 2.10 The Billing Party making a credit may issue the credit in the "Other Charges and Credits" portion of the applicable Billing Account Number (BAN), unless the Parties agree to pay by wire transfer, check, or other mutually agreed means.

3 REMITTANCE AND PAYMENT OF BILLS

- 3.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.
- 3.2 Subject to the terms of this Agreement, each Party shall remit payment the other Party as set out below:
 - 3.2.1 Remittance in full of all bills not subject to an exception set forth in Section 7 are due thirty (30) calendar days after each Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix Invoicing. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be due the next business day. Late payment charges, if any, will be assessed in

accordance with the requirements in this Appendix.

- 3.2.2 The Billed Party shall make all payments to the Billing Party by electronic funds credit transfers through the Automated Clearing House (“ACH”) network to the financial institution designated by the Billing Party. Remittance information will be communicated together with the funds transfer via the ACH network. Both Parties must use the CCD+ or the CTX transaction set. Both Parties will abide by National Automated Clearing House Association (NACHA) rules and regulations. Each ACH credit transfer must be received no later than the Bill Due Date, or any agreed-to extension thereof, of each bill or Late Payment Charges will apply. The Billing Party is not liable for any delays in receipt of funds or errors in entries caused by the Billed Party or third parties, including the Billed Party's financial institution. Each Party is responsible for its own banking fees.
- 3.2.3 The Parties acknowledge that processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. For those bills it receives electronically, the Billed Party shall be responsible for any Late Payment Charges resulting from failure to use electronic funds credit transfers through the ACH network. If the Billing Party makes a bill available electronically but the Billed Party chooses not to receive that particular bill electronically (i.e., requests that the bill be provided in hard copy only), the Billing Party shall not be excused from the requirement to make payment through the ACH network.
- 3.3 Except as provided in Section 7 of this Appendix Invoicing, the Billed Party shall pay in full all billed charges. However, nothing in this Appendix Invoicing shall be construed to limit either Party's ability to seek dispute resolution in accordance with the terms of this Agreement.

4 LATE PAYMENT CHARGES

- 4.1 A late payment charge shall be applied, if: (i) no payment is received by the Billing Party by the Bill Due Date or any agreed-to extension thereof; (ii) a partial payment of the amount due is received by the Billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the Billing Party in funds that are not immediately available to the Billing Party.
 - 4.1.1 If any charge incurred under this Agreement billed out of CRIS or RBS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate retail tariff governing Late Payment Charges to SBC TEXAS' retail business end users customers in that state.
 - 4.1.2 If any charge incurred under this Agreement for Services billed out of CABS is past due, the unpaid amounts shall accrue interest from the Bill Due Date at an amount equal to the intrastate access tariff governing Late Payment Charges in that state.

5 LIMITS ON BILLING DISPUTES

- 5.1 Stake Date. If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party (Disputing Party) shall give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item provided. The Billed Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party, as set forth in section 5.7 below. In the event that the Billed Party cannot reasonably identify the specific

circuit or bill detail and the reason or nature of the dispute at the time it opens a dispute, the Billed Party may still open the dispute (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail and the reason or nature of the dispute within ninety (90) days of opening the dispute. The Billed Party must submit any dispute by the applicable Stake Date set forth below.

- 5.2 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the Bill Date.
- 5.3 Appendix Compensation. The Parties agree that, except as may be set forth by Applicable Law, there shall be no Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.
- 5.4 Other Services. The Stake Date for services other than those described in section 5.2 and 5.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.
- 5.5 Intentionally Omitted.
- 5.6 Transmission Failure. Neither Party may dispute a charge that beyond the applicable Stake Date, unless there has been a transmission failure for a bill transmitted electronically. In the event of such a transmission failure, the Bill Due Date shall be extended by the number of days elapsing between the transmission failure and the successful re-transmission.
- 5.7 Claims Process for Billing Disputes.
 - 5.7.1 Disputes Filed by MCI. When submitting disputes, MCI agrees to use the SBC TEXAS "13-State Billing Claims Dispute Form" or another mutually agreed-to format and shall submit the claims form to the appropriate SBC TEXAS local service center ("LSC") or MCI account team, as agreed by the Parties. For each dispute, MCI shall furnish SBC TEXAS with the information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) Consolidated Billing Accounts (CBA), Enhance Summary Billing Accounts, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that MCI disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), MCI may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, SBC TEXAS may request additional information from MCI that may reasonably be necessary to resolve the dispute but shall not deny MCI's claim until MCI has had the opportunity to provide the requested information. MCI shall provide such additional information within thirty (30) days of receipt of SBC TEXAS' request, unless the Parties agree to a different period. Any denial by SBC TEXAS of a dispute submitted by MCI shall be made in writing and directed to the attention of the MCI contact who filed the dispute. Any proposed changes to the 13-State Billing Claims Dispute Form may be submitted to the 13-State CLEC User Forum for consideration; however, SBC TEXAS reserves the right to modify the 13-State Billing Claims Dispute Form as needed for internal process purposes.
 - 5.7.2 Disputes Filed by SBC TEXAS. When submitting disputes, SBC TEXAS agrees to use MCI's preferred claims dispute form or another mutually agreed-to format and shall submit the claims form to the appropriate MCI billing contact listed on the invoice. For each dispute, SBC TEXAS shall furnish MCI with the

information reasonably necessary to determine the nature and scope of the dispute. Such information shall include, as applicable, (i) the date of the bill in question, (ii) CBA, ESBA, BAN, or invoice number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that SBC TEXAS disputes the billed amount. Where applicable (e.g., the dispute applies to specific rate element(s) impacting the entire BAN), SBC TEXAS may furnish summary information rather than circuit-level detail. Upon receipt of a claims form, MCI may request additional information from SBC TEXAS that may reasonably be necessary to resolve the dispute but shall not deny SBC TEXAS's claim until SBC TEXAS has had the opportunity to provide the requested information. SBC TEXAS shall provide such additional information within thirty (30) days of receipt of MCI's request, unless the Parties agree to a different period. Any denial by MCI of a dispute submitted by SBC TEXAS shall be made in writing and directed to the attention of the SBC TEXAS contact who filed the dispute.

6 LIMITS ON BACKBILLING

- 6.1 If charges for services provided pursuant to this Agreement are found to be unbilled or underbilled, or need to be revised, adjusted, or otherwise rebilled, these amended or new invoices shall be collectively referred to as "backbilling." The Billing Party shall be limited to backbilling in accordance with the "Backbill Stake Dates" set forth below.
- 6.2 Appendix Collocation. The Backbill Stake Date for Collocation billing shall be one hundred twenty (120) days from the date the charges were incurred.
- 6.3 Appendix Compensation. The Parties agree that there shall be no Backbill Stake Date for those charges billed pursuant to Appendix Reciprocal Compensation of this Agreement.
- 6.4 The Backbill Stake Date for services other than those described in section 6.2 and 6.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the Bill Date.
- 6.5 Intentionally Omitted.
- 6.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all specific circuit or bill detail within ninety (90) days of submitting the backbill.

7 EXCEPTIONS

- 7.1 Intentionally Omitted.
- 7.2 Regulatory Required True Up. Anything to the contrary in this Appendix Invoicing notwithstanding, both Parties shall be entitled to seek a billing true up based on an applicable and effective order of the FCC, the Commission, a legislative body or a judicial body of competent jurisdiction. Without limiting the applicability of the foregoing, an example of this Stake Date exception is where a rate increase or surcharge is ordered, approved or allowed on a retroactive basis by the Commission or the FCC or by a court of competent jurisdiction.
- 7.3 Inaccurate Billing. On a billing account number ("BAN") basis, the Billed Party may request an investigation for any BAN that the Billed Party has a good faith reason to

believe (i) was rendered in error or (ii) contains obvious inaccuracies. For purposes of this section, rendered in error shall mean a bill that contains an OCN or OCNs that do not belong to the Billed Party or a bill for services that were ordered by a company other than the Billed Party. For purposes of this section, obvious inaccuracy shall mean a total amount due for that BAN that exceeds two (2) times the average monthly total for that BAN for the six-month period immediately preceeding the invoice in question.

7.3.1 Any such request for an investigation shall be made in writing and directed to the Billing Party's SPOC designated pursuant to Section 2.5 of this Appendix Invoicing. During the pendency of the investigation, the Billed Party must comply with all agreed upon requirements for filing claims and shall cooperate with the Billing Party in investigating the billing inaccuracy. The request must include a detailed explanation of what rate or rate elements are inaccurate, and show the calculation of the average monthly billing for the previous 6 (six) months worth of billing to that BAN.

7.3.2 During the pendency of the investigation, the Billed Party is relieved, but only for that portion of the invoice that the Billed Party believes is inaccurate, of the obligation to "pay and dispute" as specified in section 3.3 of this Appendix Invoicing until a revised invoice for the investigated BAN is submitted, or for a period of 90 days, whichever is sooner. Any invoices received for other BANs that are not the subject of a request for an investigation, shall be due and payable in accordance with the requirements of this Appendix Invoicing.

7.3.2.1 If a revised invoice for the investigated BAN is provided by the Billing Party to the Billed Party, the Bill Due Date for that revised invoice shall be thirty (30) days after the date the revised invoice is provided and all other terms and conditions herein will apply.

7.3.2.2 If no revised invoice for the investigated BAN is provided by the Billing Party, and the Parties have not completed the investigation for a billing inaccuracy within ninety (90) days of the date the Billed Party requested the investigation, then either Party may seek to resolve the dispute pursuant to the terms of the Dispute Resolution provisions of this Agreement.

8 ADDITIONAL COPIES OF BILLS

8.1 Upon request of the Billed Party, the Billing Party shall provide the other with one (1) additional copy, per invoice cycle, of bills at no charge.

9 OSS BILLING

9.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the SBC TEXAS Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.

9.2 SBC TEXAS shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

9.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be

necessary to comply with emerging guidelines. The Parties 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.

- 9.4 The IS Call Center for the SBC TEXAS region provides a technical support function for current OSS billing interfaces. MCIIm will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 9.5 SBC TEXAS shall continue to provide MCIIm electronic billing for the products/services currently billed electronically in the SBC TEXAS region.
- 9.6 The Parties acknowledge that billing for everything in this Agreement from MCIIm to SBC TEXAS, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIIm will provide SBC TEXAS with billing in paper format, unless otherwise mutually agreed.
- 9.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

10 VOICE OVER INTERNET PROTOCOL (VOIP)

- 10.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the contractual limitations and stake dates set forth in this Appendix Invoicing shall only apply to those services expressly identified herein in Sections 5.2, 5.4, 6.2 and 6.4 and in no event shall such limits and stake dates apply to any and all Losses incurred by either Party arising out or related directly or indirectly to (i) any and all interexchange traffic that terminates on a Party's circuit switch including, without limitation, traffic routed or transported in whole or in part using Internet Protocol that is not delivered to the terminating Party over feature group D access trunks (ii) any and all information services traffic or traffic either Party claims is Voice over Internet Protocol ("VoIP"), (iii) any and all traffic delivered to the terminating Party in which the CPN has been stripped, altered, modified, added, deleted, changed, or incorrectly assigned, and (iv) any and all third party claims, (v) claims for fraud and/or misrepresentation, and (vi) (v) any claims for indemnification related to the traffic described in subsections (i) through (v). For purposes of this Appendix Invoicing, CPN, at a minimum, shall include information that accurately reflects the physical location of the end user that originated and/or dialed the call.

INWARD ASSISTANCE OPERATOR SERVICE (INW)

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by SBC TEXAS to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 The prices at which SBC TEXAS agrees to provide MCIIm Inward Assistance Operator Services are contained in Appendix Pricing

2 SERVICES

- 2.1 Where technically feasible and available, SBC TEXAS's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.
- 2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIIm is not purchasing SBC TEXAS's Operator Services.

3 DEFINITIONS

- 3.1 "General Assistance" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4 RESPONSIBILITIES OF THE PARTIES

- 4.1 If MCIIm decides to order this optional service, it is the responsibility of MCIIm to order the necessary facilities to interconnect with SBC TEXAS's Operator assistance switches in the various locations throughout the SBC TEXAS territory.
- 4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.
- 4.3 MCIIm will furnish request for service in writing to SBC TEXAS, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC TEXAS.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must

provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

- 4.4 SBC TEXAS - When utilizing the services of MCIm Inward Assistance, SBC TEXAS and MCIm agree that SBC TEXAS will pay MCIm at the same rate MCIm compensates SBC TEXAS pursuant to the terms of this Appendix.
- 4.5 Intentionally Omitted.
- 4.6 SBC TEXAS shall offer operator-to-operator BLV/BLVI to MCIm on a nondiscriminatory basis.

5 TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by MCIm Operators for routing and connecting to the SBC TEXAS Operator assistance switches. These codes are listed in the LERG and are specific to the various SBC TEXAS LATA's where SBC TEXAS Operator assistance switches are located.
- 5.2 SBC TEXAS Operator Services will require a Toll Center Code for MCIm Operator Services assistance switches that are listed in the LERG. This code will be the routing code used for connecting the SBC TEXAS Operator to the MCIm Operator on an Inward basis.
- 5.3 If MCIm requires establishment of a new Toll Center Code, MCIm shall do so by referencing the Local Exchange Routing Guide (LERG).

6 PRICING

- 6.1 SBC TEXAS - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

7 MONTHLY BILLING

- 7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.
- 7.2 SBC TEXAS will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

8 LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

9 TERM OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.
- 9.2 If MCIm terminates this Appendix prior to the expiration of the term of this Appendix, MCIm shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due (subject to Appendix Invoicing) for actual services provided

under this Appendix.

- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

LINE SHARING

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1 INTRODUCTION

- 1.1 This Appendix Line Sharing sets forth the terms and conditions under which SBC TEXAS will provide MCIIm with the High Frequency Portion of the Loop.
- 1.2 In addition to the terms and conditions of this Appendix Line Sharing, SBC TEXAS shall make HFPL available to MCIIm in accordance with applicable terms and conditions of Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, the Parties agree that the terms of this Appendix Line Sharing shall control.
- 1.3 The Parties agree that final outcomes from any applicable collaborative or proceedings may, at MCIIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications.
- 1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

2 DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth elsewhere in this Agreement.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 "High Frequency Portion of the Loop" ("HFPL") consists of the frequency range on the copper Loop above the range that carries analog circuit-switched voice band transmissions. The voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz) and DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 2.8 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.

- 2.11 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.
- 2.12 Intentionally Omitted.

3 GENERAL TERMS AND CONDITIONS RELATED TO HFPL

- 3.1 Intentionally Omitted.
- 3.2 SBC TEXAS will provide HFPL for MCIIm to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. SBC TEXAS will not impose limitations on the transmission speeds of xDSL services; provided, however, that SBC TEXAS does not guarantee transmission speeds, available bandwidth nor imply any service level. MCIIm may only deploy xDSL technologies using HFPL when such technology does not interfere with analog voice band transmission.
- 3.3 Intentionally Omitted.
- 3.4 When SBC TEXAS is the provider of retail POTS analog voice service on the same Loop to the same end user customer, SBC TEXAS shall provide MCIIm with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Appendix xDSL.
- 3.5 Intentionally Omitted.
- 3.6 MCIIm may identify to SBC TEXAS one or more CLECs as an authorized advanced services provider which is authorized by MCIIm to add, change or delete advanced services capabilities within the HFPL employed or ordered by MCIIm ("Advanced Services Provider"). Such an Advanced Services Provider shall submit orders on MCIIm's behalf using MCIIm's ACNA OCN and circuit facilities assignment ("CFA") information.
- 3.7 Intentionally Omitted.
- 3.8 SBC TEXAS shall provide MCIIm with OSS access and loop qualification information for HFPL in accordance with the applicable terms and conditions of Appendix xDSL and Appendix OSS of this Agreement.

4 GRANDFATHERING AND TRANSITION TERMS

- 4.1 Grandfathered End User Customers. To the extent that MCIIm began providing HFPL to an end user customer prior to October 2, 2003 and for which MCIIm (or its successor or assign) has not ceased providing HFPL to that end user customer, SBC TEXAS will continue to make HFPL available to MCIIm (or its successor or assign) at the same monthly recurring rate that was in prior to October 2, 2003, as set forth in the Appendix Pricing.

- 4.2 SBC TEXAS will continue to provide access to the HFPL for purposes of line sharing, where: (i) prior to October 2, 2003, MCIIm began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) MCIIm began providing xDSL service to a particular end-user customer on or after October 2, 2003, and before the close of business December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC TEXAS charged MCIIm for the HFPL prior to October 2, 2003 and shall continue for Grandfathered End-Users until the earlier of: (1) MCIIm's xDSL-base service to the end-user customer is disconnected, or (2) the FCC issues its Order in its Biennial Review Proceeding or any other relevant government action modifies the FCC's HFPL grandfather clause established by the FCC in its Triennial Review Order and as to New End-Users, the earlier of: (1) and (2) immediately above; or (3) October 2, 2006. Beginning October 2, 2006, SBC TEXAS shall have no obligation to continue to provide the HFPL for MCIIm to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, MCIIm must provide xDSL-based service to any new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC TEXAS, or through an alternate arrangement, if any, that the Parties may negotiate. The monthly recurring rate(s) that shall apply to the HFPL for MCIIm's Grandfathered and New End-User's is/are set forth in the Pricing Schedule to this Agreement.
- 4.2 Beginning October 2, 2006, SBC TEXAS shall have no obligation to continue to provide the HFPL for MCIIm to provide xDSL-based service to any New End Users that MCIIm began providing xDSL-based service to over the HFPL during Year 1 of the transition period. Rather, effective October 2, 2006, MCIIm must provide xDSL-based service to any such New End Users via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC TEXAS, or through an alternate arrangement, if any, that the Parties may negotiate.

5 HFPL OFFERING

- 5.1 In those instances where SBC TEXAS has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the SBC TEXAS central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, SBC TEXAS will make available access to the HFPL copper subloop pursuant to Appendix xDSL, Appendix Collocation and Appendix UNE (as to the general terms and conditions for subloops) and the terms of this Appendix, as applicable.
- 5.2 When SBC TEXAS traditional retail POTS services are disconnected (as opposed to suspended) and not migrated to another carrier, SBC TEXAS will notify MCIIm that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE Loop or will be disconnected at MCIIm's option. Absent a request from MCIIm to disconnect use of the HFPL within three (3) business days of such notification from SBC TEXAS, SBC TEXAS will automatically convert the HFPL to a full standalone UNE Loop. In the event the HFPL is converted to a full standalone UNE Loop, SBC TEXAS will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCIIm.

- 5.3 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCI for Line Sharing, SBC TEXAS shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

6 INTENTIONALLY OMITTED

7 PROVISIONING

- 7.1 The HFPL will be provisioned over a loop that meets the basic metallic loop parameters required to provide xDSL services. Subject to Section 7.2 below, MCI shall designate, at MCI's sole option, what loop Conditioning SBC TEXAS is to perform in provisioning the HFPL on the HFPL order. MCI may request that SBC TEXAS Condition a loop in association with the provisioning of the HFPL to MCI to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the loop Conditioning rates set forth on the Appendix Pricing.

- 7.2 For HFPL, if MCI's requested Conditioning will significantly degrade the customer's analog voice service, SBC Texas is not required to Condition a Loop; provided, however, for the HFPL, if SBC Texas contends that Conditioning that loop will significantly degrade the voiceband services that SBC Texas is currently providing over that loop, SBC Texas must either: (i) locate another copper loop that can be conditioned, migrate SBC Texas' voiceband service to that loop, and provide MCI with access to the high frequency portion of that alternative loop; or (ii) if MCI disputes SBC Texas' contention that the Conditioning of that loop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative copper loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

- 7.3 Intentionally Omitted

- 7.4 HFPL Provisioning Intervals: The following provisioning intervals are applicable to each HFPL ordered by MCI, regardless of the Actual Loop Length.

7.4.1 HFPL Provisioning Intervals When No Loop Conditioning Requested:

- 7.4.1.1 The provisioning and installation interval for the HFPL where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-24 HFPL(s) per order or per End-User location, will be three (3) business days, or the provisioning and installation interval applicable to SBC TEXAS's advanced services affiliate(s) in that same state, whichever is less.

- 7.4.1.2 For MCI orders of 25-48 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be six (6) business days or as otherwise agreed upon by the parties.

- 7.4.1.3 For MCI orders of 49-99 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be seven (7) business days, or as otherwise agreed upon by the Parties.
- 7.4.1.4 For MCI orders of 100 or more HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.4.2 HFPL Provisioning Intervals When Loop Conditioning Requested:
 - 7.4.2.1 The provisioning and installation intervals for the HFPL where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL(s) per order or per End-User location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC TEXAS's advanced services affiliate's xDSL-based services where Conditioning is required in that same state, whichever is less.
 - 7.4.2.2 For CLEC orders of 25 or more HFPLs per order or per End-User location where Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.5 For HFPL orders, intervals are contingent upon MCI's End User Customer's release of the voice grade circuit during normal working hours. In the event the loop over which the End User Customer is being provided xDSL-based service over the HFPL by MCI should require Conditioning during non-working hours, the due date may be adjusted consistent with the End User Customer's release of the voice grade circuit and MCI shall pay Maintenance of Service pursuant to the FCC tariffed rates referenced in Section 8.10 below.
- 7.6 Intentionally Omitted.
- 7.7 In connection with loops that are greater than 12,000 feet in Actual Loop Length, MCI may request, by submitting a Local Service Request ("LSR") to SBC TEXAS to have additional industry standard Conditioning performed in connection with an HFPL for which MCI elected, on its initial HFPL order, not to have any of the recommended loop Conditioning performed or only partial loop Conditioning performed either: (i) after MCI's initial HFPL order has been submitted but is still pending; or (ii) after MCI has been provisioned an HFPL. In any such event, MCI will be billed and shall pay for any requested loop Conditioning at the rates set forth on the attached Appendix Pricing, along with any applicable service order charges; provided, however, when SBC TEXAS receives a MCI request to add or modify Conditioning for a pending HFPL order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning after an HFPL has been provisioned to MCI for purposes of this subsection will be the same as set forth above in Subsection 7.1.2.

- 7.8 MCI, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the HFPL when used by MCI to provision ADSL at the rates set forth on the attached Pricing Schedule. Tight twist cross-connect wire will be used on all identified DSL services on all central office frames.

8 SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC TEXAS shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. SBC TEXAS and MCI agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will SBC TEXAS perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCI customer without first attempting to coordinate with MCI to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by SBC TEXAS without resolution, SBC TEXAS may restore narrowband voice service without MCI's approval. When a connected facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in SBC TEXAS' portion of the network, the pair change will be completed during the standard offered repair interval at no additional charge to MCI.
- 8.2.1 SBC TEXAS will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCI and found to be in the Central Office. If SBC TEXAS isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCI data equipment or MCI-owned Splitter, SBC TEXAS will attempt to notify MCI and request a trouble ticket and committed restoration time for clearing the reported trouble. Either Party may offer the end user customer the option of restoring the POTS service if the end user customer is not satisfied with the repair interval provided by MCI. If the end user customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCI or SBC TEXAS (or if MCI has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to SBC TEXAS cutting around the POTS Splitter/DSLAM equipment to restore POTS. When MCI resolves the trouble condition in its equipment, MCI will contact SBC TEXAS to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCI equipment, SBC TEXAS will charge MCI upon closing the trouble ticket the rates set forth in Appendix Pricing.
- 8.3 Maintenance of MCI's Splitters

- 8.3.1 SBC TEXAS is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCIIm is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter along with the Splitter itself.
- 8.3.2 Intentionally Omitted.
- 8.3.3 Procedures and Access. SBC TEXAS will provide resolution of MCIIm-referred trouble tickets for the HFPL at parity with repair intervals SBC TEXAS provides to any of its affiliates in TEXAS providing advanced services for the HFPL.
 - 8.3.3.1 If MCIIm opens a trouble ticket for the HFPL portion of the loop to SBC TEXAS and the problem is determined to be in MCIIm's network, MCIIm will pay SBC TEXAS the applicable rate set forth in Appendix Pricing of this Agreement upon closing the trouble ticket.
 - 8.3.3.2 MCIIm-Owned Splitter
 - 8.3.3.2.1 When MCIIm owns the Splitter, MCIIm is responsible for performing maintenance, repair and testing on the Splitter.
 - 8.3.3.2.2 If SBC TEXAS isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCIIm data equipment or splitter, SBC TEXAS will notify MCIIm and request a trouble ticket and a committed restoration time from MCIIm for clearing the reported trouble.
 - 8.3.3.2.3 MCIIm shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.
 - 8.3.3.3 Test Head
 - 8.3.3.3.1 SBC TEXAS will provide MCIIm access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCIIm utilizing MLT intrusive test scripts, MCIIm must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIIm may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. MCIIm shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such

information on MCI's trouble documentation for non-mechanized tests.

8.3.3.3.2 MCI hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to SBC TEXAS facilities and hereby agrees to release, defend and indemnify SBC TEXAS, and hold SBC TEXAS harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against SBC TEXAS by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by MCI.

8.3.3.3.3 MCI shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as SBC TEXAS provides to other CLECs should such new test capabilities be developed. MCI shall have physical and/or remote test access as specified herein.

8.3.3.4 Intentionally Omitted.

8.3.3.5 Intentionally Omitted.

8.4 Scope of SBC TEXAS's Maintenance Service on the HFPL. SBC TEXAS will provide the following maintenance services to MCI with respect to the HFPL:

8.4.1 For loops 12,000 feet or less in Actual Loop Length, SBC TEXAS's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance and verification that the loop was (or is) Conditioned by SBC TEXAS to remove any excessive bridged tap(s), load coil(s) and/or repeaters subject to section 9.5 below.

8.4.2 For loops greater than 12,000 feet in Actual Loop Length for which MCI elected that SBC TEXAS not perform any recommended Conditioning in association with the HFPL, SBC TEXAS's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance.

8.4.3 For loops greater than 12,000 feet in Actual Loop Length for which MCI requested that SBC TEXAS perform some or all of the recommended Conditioning in association with the HFPL, SBC TEXAS will verify continuity, the completion of all requested Conditioning subject to Section 9.5 below, and will repair at no charge to MCI any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.4.4 Intentionally Omitted.

- 8.5 Intentionally Omitted.
- 8.6 SBC TEXAS will not guarantee that the HFPL(s) ordered by MCIm will perform as desired by MCIm for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance.
- 8.7 For an HFPL currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by SBC TEXAS to resolve a MCIm-initiated HFPL trouble ticket or a trouble identified by SBC TEXAS, SBC TEXAS, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an HFPL currently in service and SBC TEXAS determines that an LST can be performed, SBC TEXAS will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that SBC TEXAS elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC TEXAS network-related problem, then MCIm will not be charged the LST rate or for SBC TEXAS' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an SBC TEXAS network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.
- 8.8 MCIm shall not rearrange or modify SBC TEXAS's retail POTS service within MCIm's equipment in any way without advance notice and coordination with SBC TEXAS.
- 8.9 When SBC TEXAS provides HFPL, continuity is generally assumed as SBC TEXAS retail POTS service is operating at the time of the order. Generally, SBC TEXAS would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, SBC TEXAS will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.10 Intentionally Omitted.
- 8.11 Intentionally Omitted.

9 HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 9.1 MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, SBC TEXAS will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. SBC TEXAS will

also allow a MCI-owned shelf to be installed under the terms and conditions of virtual collocation.

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCI will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, SBC TEXAS will install the Splitter in an SBC TEXAS bay and SBC TEXAS will access the Splitter on behalf of MCI for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCI is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1 Splitter provisioning will use standard SBC TEXAS configuration cabling and wiring in SBC TEXAS locations. SBC TEXAS's Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC TEXAS Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. The splitter data port and DSLAM will be hard-wired to each other.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.1.1.3 SBC TEXAS shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement within sixty (60) calendar days of receipt of MCI's application.

10 LINE SHARE TURN-UP TESTING PROCEDURES

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

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to the HFPL due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCI will not be billed for the Line Share Turn-Up Test.

11 SPECTRUM MANAGEMENT

- 11.1 The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

12 INTENTIONALLY OMITTED

13 INTENTIONALLY OMITTED

NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks. The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Network. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix will be governed by the provisions of the Reciprocal Compensation Amendment.

1 DEFINITIONS

- 1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 "Distant LCA" is defined as a Local Calling Area (as defined below) that is separate and distinct from the LCA where the MCI designated POI for the exchange of Section 251(b)(5)/IntraLATA Traffic is located.
- 1.3 "End Office" or "End Office Switch" see Appendix Definition.
- 1.4 "Facility Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.5 "IntraLATA Toll" traffic describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the SBC TEXAS tariff approved by the Commission.
- 1.6 "ISP-Bound Traffic" is as defined in Appendix Reciprocal Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.9 A "Local Calling Area" or "LCA" is an SBC TEXAS local calling area, as defined in SBC TEXAS's General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.10 Local Interconnection Trunk Group is defined as trunks carrying i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA toll Traffic originating from an end user obtaining local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user

obtaining local dialtone from SBC TEXAS where SBC-TEXAS is both the Section 251(b)(5) Traffic and IntraLATA toll provider.

- 1.11 “Local/IntraLATA Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic.
- 1.12 Intentionally Omitted.
- 1.13 “Offers Service” – At such time as MCIIm opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.14 “Points of Interconnection” or “POI” means a physical location at which the Parties’ networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.15 Intentionally Omitted.
- 1.16 Section 251(b)(5) Traffic is as defined in Appendix Reciprocal Compensation.
- 1.17 Intentionally Omitted.
- 1.18 A “Tandem Serving Area” or “TSA” is an SBC Texas area defined by the sum of all local calling areas served by SBC Texas End Offices that subtend an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2 NETWORK INTERCONNECTION METHODS

- 2.1 Upon request by MCIIm, SBC TEXAS shall provide interconnection for the facilities and equipment of MCIIm with SBC TEXAS’ network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which SBC TEXAS is the Incumbent LEC and within SBC TEXAS’ network. The interconnection must be at least equal in quality to that provided by SBC TEXAS to itself or to any subsidiary, Affiliate, or any Third Party to which SBC TEXAS provides Interconnection. SBC TEXAS shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which SBC TEXAS is the Incumbent LEC and within SBC TEXAS’ network by any Technically Feasible means established herein, including, but not limited to, a Fiber Meet.
- 2.3 If MCIIm determines to establish new or change existing Interconnection arrangements with SBC TEXAS, it will provide written notice of the need to establish or change such Interconnection to SBC TEXAS. Upon receipt of MCIIm’s notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.

- 2.4 If either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.
- 2.5 Intentionally Omitted.
- 2.6 The physical architecture plan will, at a minimum, include the location of MCI's switch(es) and SBC TEXAS' End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.
- 2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. SBC TEXAS will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

3 NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION

3.1 Requirements for Establishing Points of Interconnection

- 3.1.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC Texas' network in the LATA where CLEC offers service.
 - 3.1.1.1 A "Single POI" is a single point of interconnection within a LATA on the SBC Texas' network that is established to interconnect SBC Texas' network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
 - 3.1.1.2 The Parties agree that CLEC has the right to choose a Single POI, or multiple POIs.
 - 3.1.1.3 CLEC agrees to establish additional POI(s) as follows:
 - (i) in any SBC Texas TSA separate from any existing POI arrangement when traffic to/from that SBC Texas TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - (ii) at an SBC Texas End Office not served by an SBC Texas tandem for Section 251(b)(5)/intraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
 - 3.1.1.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 3.1.2 MCI shall establish the following separate and distinct trunk groups in each LATA where MCI has opened an NPA/NXX, pooled numbers, or ported numbers, in accordance with this Appendix.
- 3.1.3 MCI agrees to provide an initial forecast for establishing the initial trunk groups required for interconnection in the LATA.

- 3.2 Each Party is responsible for trunks and facilities on its side of the POI. For two-way trunking, each Party shall bear its proportionate cost for trunks and the interconnection facilities based on the relative usage.
- 3.3 MCIIm is solely responsible for obtaining the facilities that carry OS/DA, 911, mass calling and Meet Point trunks.

4 METHODS OF INTERCONNECTION

4.1 Physical Collocation

- 4.1.1 When MCIIm provides its own facilities or uses the facilities of a 3rd Party to an SBC TEXAS Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCIIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

4.2 Virtual Collocation

- 4.2.1 When MCIIm provides its own facilities or uses the facilities of a 3rd Party to an SBC TEXAS Tandem or End Office and wishes for SBC TEXAS to place transport terminating equipment at that location on MCIIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

4.3 Methods of Interconnection Without Collocation

- 4.3.1 When MCIIm does not wish to collocate transport terminating equipment at an SBC TEXAS Tandem or End Office, MCIIm may:
 - (i) self provision, or
 - (ii) deploy third party interconnection facilities, or
 - (iii) lease transport facilities from SBC TEXAS. When MCIIm leases such transport facilities from SBC TEXAS, it shall be at applicable Access Tariff rates.

4.4 Fiber Meet Interconnection

- 4.4.1 Fiber Meet Interconnection between SBC TEXAS and MCIIm can occur at any mutually agreeable and technically feasible point between MCIIm's premises and an SBC TEXAS Tandem or End Office within each local exchange area. The Parties may mutually agree to other design options.
- 4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning

sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.

4.4.4.1 SBC TEXAS shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each SBC TEXAS Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.2 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.3 There are two basic Fiber Meet design options available as described below. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

4.4.4.3.1 Design One: MCI and SBC TEXAS shall provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC TEXAS will provide the fibers associated with the "working" side of the system. MCI will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC TEXAS location.

4.4.4.3.2 Design Two: MCI will provide fiber cable to the last entrance (or SBC-TEXAS designated) manhole at the SBC-TEXAS Tandem or End Office switch. SBC-TEXAS shall make all necessary preparations to receive and to allow and enable MCI to deliver fiber optic facilities into that manhole. MCI will provide a sufficient length of Fiber cable for SBC-TEXAS to pull through the SBC-TEXAS cable vault. MCI shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-TEXAS shall take the fiber from the manhole and terminate it inside SBC-TEXAS' office at the cable vault at SBC-TEXAS' expense. In this case the POI shall be at the SBC-TEXAS designated manhole location.

- 4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

- 4.5.1 SBC TEXAS shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.

5 LEASING OF FACILITIES

- 5.1 The purpose of this section is to cover both MCI's and SBC TEXAS' terms and conditions and pricing when facilities are leased from each other for purposes of Interconnection. SBC TEXAS offers leased facilities at the applicable Access Tariff rates.
- 5.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 5.3 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

6 SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES

- 6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.
- 6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.
- 6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7 INTERCONNECTION TRUNKING ARRANGEMENTS

7.1 General

- 7.1.1 The Parties will establish Local Interconnection Trunk Groups. SBC TEXAS will allow MCI to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to an end user customer who is not a MCI local exchange service customer. SBC TEXAS and MCI may establish a single two-way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. MCI may have administrative control (e.g., determination of trunk size) of this combined two-way trunk group to the extent that it does not require SBC TEXAS to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic in

accordance with the requirements of Appendix Reciprocal Compensation of this Agreement.

7.1.1.1 Subject to Section 7.1.1 of this Appendix Network, InterLATA toll traffic and IntraLATA toll traffic may be combined with local traffic on the same trunk group when MCIIm routes traffic to either a SBC TEXAS access tandem which serves as a combined local and toll tandem or directly to a SBC TEXAS end office. Upon request of MCIIm, SBC TEXAS will provision two-way trunks. When there are separate SBC TEXAS access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SBC TEXAS combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local, IntraLATA toll and InterLATA toll traffic. Trunking to a SBC TEXAS access tandem will provide MCIIm access to the SBC TEXAS end offices and NXXs which subtend that tandem and to other service providers which are connected to SBC TEXAS. Trunking to a SBC TEXAS end office(s) will provide MCIIm access only to the NXXs served by that individual end office(s) to which MCIIm interconnects.

7.1.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point, Mass Calling, 911, and Operator Services and Directory Assistance.

7.1.3 MCIIm shall have administrative control over the ASR in the establishment of Interconnection trunk groups in addition to the initial combinations described above.

7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

7.2 Technical Interfaces

7.2.1 When interconnecting at SBC TEXAS' switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, SBC TEXAS will provide any multiplexing required for DS1 facilities or trunking at their end and MCIIm will provide any DS1 multiplexing required for facilities or trunking at their end.

8 TRUNKING

- 8.1 SBC TEXAS deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5) and IntraLATA Toll traffic only, and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC TEXAS deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.
- 8.2 For interconnection trunks established after the Effective Date of this Agreement, two-way trunking shall be established for all Local Interconnection Trunk Groups. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.
- 8.3 End Office Trunk Groups
- 8.3.1 Direct End Office trunks terminate traffic from a MCI switch to an SBC TEXAS End Office and are not switched at a Tandem location. MCI shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any local tandem. All traffic received by SBC TEXAS on the Direct End Office trunk group from MCI must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.
- 8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.
- 8.5 The Parties recognize that embedded one-way trunks exist for Section 251 (b)(5) and IntraLATA Toll traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.
- 8.6 Relative Use Factor
- 8.6.1 Each Party is responsible for trunks and facilities on its side of the POI. For two-way trunking, each Party shall bear its proportionate cost for trunks and the interconnection facilities based on the relative usage.

9 MEET POINT TRUNKING ARRANGEMENTS

- 9.1 IXC-carried IntraLATA and InterLATA Toll traffic shall be transported between MCI's Central Office and SBC TEXAS' Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5) and IntraLATA Toll traffic. InterLATA trunk groups will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate

“Meet Point” trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

- 9.2 Meet Point Interconnection Trunk Groups will be established between MCI's Switch and SBC TEXAS Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5) and IntraLATA Toll traffic. The Parties will establish separate trunk groups to each SBC TEXAS Access Tandem under which MCI's NXXs home.
- 9.3 Intentionally Omitted.
- 9.4 SBC TEXAS will not block switched access customer traffic delivered to the SBC TEXAS Tandem for completion on MCI's network. In no event will SBC TEXAS be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC TEXAS shall have no responsibility to ensure that any switched access customer will accept traffic that MCI directs to the switched access customer.
- 9.5 Toll Free Trunking Arrangements
 - 9.5.1 If MCI chooses SBC TEXAS to handle 800/(8YY) database queries from its switches, all MCI originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCI 800/(8YY) service that will be identified and segregated by carrier through the database query handled through SBC TEXAS Tandem switch.
 - 9.5.2 MCI may handle its own 800/8YY database queries from its switch. If so, MCI will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCI will route the post-query local or IntraLATA converted ten-digit local number to SBC TEXAS over the Local Interconnection Trunk Groups. In such case, MCI is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCI will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to SBC TEXAS' Access Tandem. Calls will be routed to SBC TEXAS over the Local Interconnection Trunk Groups and InterLATA trunk groups within the LATA in which the calls originate.
 - 9.5.3 Intentionally Omitted
 - 9.5.4 All originating Toll Free Service (800/8YY) calls for which MCI requests that SBC-TEXAS perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
 - 9.5.5 All post-query Toll Free Service (800/8YY) calls for which MCI performs the SSP function, if delivered to SBC-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCI using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

10 911 TRUNKING ARRANGEMENTS

- 10.1 Upon request, SBC TEXAS will provide nondiscriminatory access to its 911/E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision

of service to MCI. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCI's systems to SBC TEXAS' 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which SBC TEXAS provides to itself, its Customers, subsidiaries, Affiliates or any third-party.

- 10.2 Subject to section 10.2.1 below (Trunking Exception), MCI, with SBC TEXAS' cooperation shall establish dedicated trunks from MCI's Central Office to each SBC TEXAS 911/E911 Selective Router (i.e., 911 Tandem Office) for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). MCI may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party or SBC TEXAS. Facilities/Trunks will be provided consistent with TEXAS PUC Substantive Rule 26.435.

10.2.1 TRUNKING EXCEPTION The Parties agree that MCI shall not be required to establish 911 trunking or interconnection to SBC TEXAS's 911 Selective Routers in rate centers where MCI does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCI shall identify such Non-Dial Tone Rate Centers when completing the "MCI to SBC Network Information Sheet" ("NIS") and SBC TEXAS specifically agrees that no other notification shall be required of MCI. SBC TEXAS shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by MCI on a NIS. MCI agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCI acknowledges that, if MCI wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When MCI designates a rate center as a Non-Dial Tone Rate Center, MCI agrees to indemnify SBC TEXAS, in accordance with the requirements of the General terms, for any 911 claims made by MCI's customers in that Non-Dial Tone Rate Center arising from MCI's decision not to interconnect with SBC TEXAS's 911 Selective Routers in that Non-Dial Tone Rate Center.

- 10.3 SBC TEXAS shall assure sufficient capacity at the 911 selective router to meet MCI's requests for Interconnection within twenty (20) business days after receipt of the request. When SBC TEXAS network force and load conditions require a longer implementation timeframe, SBC TEXAS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. MCI may purchase diverse paths consistent with TEXAS PUC Substantive Rule 26.435. SBC TEXAS is not responsible to provide diversity for MCI to the 911 selective router.

- 10.4 SBC TEXAS shall provide the following information to MCI, and shall promptly notify MCI of any changes:

10.4.1 SBC TEXAS processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.

10.4.2 Trunk group specifications.

10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

10.4.4 Intentionally Omitted.

- 10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 10.4.6 Intentionally Omitted.
- 10.5 Intentionally Omitted.
- 10.6 Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.
- 10.7 Interconnection for Primary and Diverse Routes. MCI’s Point of Interconnection (POI) for E911/911 Service shall be on the SBC TEXAS network at the SBC TEXAS Central Office, a Collocation point, or via a facility provisioned directly to the SBC TEXAS 911 Selective Router. These facilities are the financial responsibility of MCI. MCI shall pay tariff charges for diverse routes. MCI will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by SBC TEXAS within twenty (20) business days after receipt of the order. If SBC TEXAS requires additional information, MCI agrees to cooperate to provide such information in order to complete the order. When SBC TEXAS network force and load conditions require a longer implementation timeframe, SBC TEXAS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCI and SBC TEXAS will cooperate to promptly test all E911/911 trunks and transport facilities between MCI’s network and the SBC TEXAS Selective Router to assure proper functioning of the 911 service. MCI will not turn-up live 911 traffic until successful call through testing is completed by both Parties.
- 10.8 Except as set forth in Section 10.2 of this Appendix Network, MCI will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that MCI serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCI shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCI is responsible for requesting and payment of facilities routed diversely for 911 interconnection consistent with TEXAS PUC Substantive Rule 26.435.
- 10.9 MCI will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC TEXAS 911 selective router Office(s).
- 10.10 MCI shall provide sufficient facilities/trunks to route MCI originating 911 calls to the 911 selective router. MCI is responsible to request and pay for facilities routed diversely for 911 interconnection consistent with TEXAS PUC Substantive Rule 26.435.
- 10.11 Intentionally Omitted.
- 10.12 MCI shall monitor the 911 trunks for the purpose of determining originating network traffic volumes. MCI will notify SBC TEXAS if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, MCI shall request and pay for facilities carrying additional trunks from SBC TEXAS consistent with TEXAS PUC Substantive Rule 26.435.
- 10.13 Where 911 interconnection is established, MCI acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCI shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

11 HIGH VOLUME CALLING TRUNK GROUPS

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. MCIIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 11.4 If MCIIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIIm shall notify SBC TEXAS of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC TEXAS HVCI/Mass Calling Serving Office to the MCIIm customer's serving office and SBC TEXAS shall establish this trunk group.
- 11.5 If MCIIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIIm may request a meeting to coordinate with SBC TEXAS the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIIm establishes a new choke NXX, MCIIm must notify SBC TEXAS a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC TEXAS will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SBC TEXAS Public Response HVCI/Mass Calling Network Access Tandem to MCIIm's choke serving office.
- 11.6 Intentionally Omitted

12 OPERATOR SERVICES TRUNKING ARRANGEMENTS

- 12.1 If SBC TEXAS agrees through a separate appendix or contract to provide Operator Services for MCIIm the following trunk groups are required:
- 12.1.1 Where MCIIm purchases Operator Services from SBC TEXAS, the Parties will establish separate trunk groups from MCIIm's Switch to SBC TEXAS operator switch ("Operator Services Trunk Groups").
- 12.1.2 When SBC TEXAS' operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIIm's end user customer, SBC

TEXAS will utilize a separate one-way trunk group using MF signaling, from SBC TEXAS' Operator Services Tandem to MCI's Switch.

- 12.2 If MCI does not purchase unbundled Operator Services from SBC-TEXAS, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:

12.2.1 Intentionally Omitted.

12.2.2 MCI will use the same OPS platform to provide local and IXC operator services. Where appropriate, MCI will utilize existing trunks to the SBC TEXAS TOPS platform that are currently used for existing IXC inward operator services.

13 DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

- 13.1 MCI may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC TEXAS Operator Services Tandem in the LATA for the NPA MCI wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCI will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

14 SIGNALING

- 14.1 Unless otherwise indicated in this Agreement or, agreed upon by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. All privacy indicators will be honored.
- 14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS Platform) and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

15 INTENTIONALLY OMITTED

16 FORECASTING

- 16.1 MCI agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. SBC TEXAS shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCI. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC TEXAS General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of

three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.

- 16.2 SBC TEXAS shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:
 - 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
 - 16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCI and SBC TEXAS will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

17 TRUNK DESIGN BLOCKING CRITERIA

- 17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon a weekly peak busy hour average.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS ¹
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

18 TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCIIm.
- 18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for SBC TEXAS Switched Access service.

¹ During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

- 18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by SBC TEXAS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to SBC TEXAS within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIIm will note "Service Affecting" on the ASR.
- 18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a weekly peak busy hour basis for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. SBC TEXAS may send a TGSR to MCIIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to SBC TEXAS or (ii) request that the Parties schedule a joint planning discussion for the TGSR.
- 18.8 If MCIIm does not respond to the TGSR within the ten (10) business day period described above, SBC TEXAS will contact MCIIm to schedule a joint planning discussion. If MCIIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC-TEXAS reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

19 PROVISIONING

- 19.1 SBC TEXAS shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.
- 19.1.1 In cases where SBC TEXAS has issued a FOC and, facilities are found not to be available, MCIIm shall utilize SBC TEXAS' escalation process. For facility/switching equipment shortages, SBC TEXAS shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, SBC TEXAS shall re-FOC with updated status by close of business.
- 19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among SBC TEXAS and MCIIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.
- 19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.

- 19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.
- 19.6 Intentionally Omitted
- 19.7 MCI and SBC TEXAS shall:
 - 19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

20 TRUNK DATA EXCHANGE

- 20.1 MCI has requested and SBC TEXAS shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCI's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.
- 20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 20.3 DIXC traffic data will include, but not be limited to, the following:
 - 20.3.1 Usage (total usage measured in centum call seconds)
 - 20.3.2 Peg Count (Peg count of originating call attempts including overflow)
 - 20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
 - 20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
 - 20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 20.4 DIXC traffic data shall be collected as follows:
 - 20.4.1 Hourly on the clock hour
 - 20.4.2 Twenty-four (24) hours per day (0000-2400)
 - 20.4.3 Seven (7) days per week (including holidays)
 - 20.4.4 Fifty-two (52) weeks per year

21 MAINTENANCE TESTING AND REPAIR

- 21.1 MCI and SBC TEXAS shall work cooperatively to install and maintain a reliable network. MCI and SBC TEXAS shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:

- 21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.
- 21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
- 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
- 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
- 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

22 INTENTIONALLY OMITTED

23 NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 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. MCI and SBC TEXAS shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes 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.
- 23.3 Mass Calling. MCI and SBC TEXAS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

24 OUT OF EXCHANGE TRAFFIC

- 24.1 Out of Exchange Traffic is available in accordance with the Appendix Out of Exchange Traffic attached to this Agreement.

NUMBER PORTABILITY

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1 GENERAL

- 1.1 Permanent Number Portability (PNP) is an arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) NANC (North American Numbering Council), and NENA (National Emergency Number Association).

2 LOCAL NUMBER PORTABILITY DESCRIPTION

- 2.1 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.
- 2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3 REGULATIONS

- 3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency Numbering Association (NENA) and industry agreements for migration of E911 record data.
 - 3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.
 - 3.1.2 The porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
 - 3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
- 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
- 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
- 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
- 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.1.10 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 Inter-Industry LNP National Operations Team for porting.
- 3.1.11 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.1.12 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).

3.2 SPNP QUERY SERVICE

- 3.2.1 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.
- 3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, SBC TEXAS 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 TEXAS will charge and MCIm agrees to pay the default queries charges set forth in Appendix Pricing. SBC TEXAS provides MCIm the optional use of the SBC TEXAS' LNP database via the SPNP Query Service.

- 3.2.3 SBC TEXAS provides MCIIm the optional use of the SBC TEXAS LNP Database. When MCIIm orders SPNP Query Service-Database, SBC TEXAS shall charge and MCIIm agrees to pay the SPNP Query Service-Database service charges set forth in Appendix Pricing. The MCIIm's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC TEXAS' LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.2.4 When purchasing the SPNP Query Service - Database, MCIIm will access SBC TEXAS' facilities via an SS7 link to the SBC TEXAS STP.
- 3.2.5 When purchasing the SLNP Query Service - Database, MCIIm will advise SBC TEXAS of the entry point(s) of queries to the SBC TEXAS network and provide a query forecast for each entry point.

4 LIMITATIONS

- 4.1. For PNP, MCIIm shall submit a separate DSR for the listing of MCIIm's end user customer in White Pages and Directory Assistance.

5 PROVISIONING OF PNP

- 5.1. PNP Cutovers. Both Coordinated and Non-Coordinated cutovers for the porting of subscribers via PNP will be performed in the manner prescribed below. In addition, the Old Service Provider shall not perform a disconnect until directed to do so by the New Service Provider.
- 5.2. Intentionally Omitted.
 - 5.2.1 Coordinated Cutovers
 - 5.2.1.1 Coordinated Cutovers are available to MCIIm and permit MCIIm to request a designated installation and/or conversion of service during, or after, normal business hours.
 - 5.2.1.2 SBC TEXAS shall provide MCIIm with a Coordinated Cutover upon MCIIm's written request, on a non-discriminatory, basis. For the porting of a telephone number where a Coordinated Cutover has been requested, the Parties will schedule the cutover during a mutually agreeable time frame.
 - 5.2.2 Non-Coordinated Cutovers.
 - 5.2.2.1 For the porting of a telephone number where a Coordinated Cutover has not been requested, the Parties will mutually agree on a scheduled cutover time frame, and SBC TEXAS shall provide notification of completion via website accessible to MCIIm. In the event that a non-coordinated cutover cannot be completed as scheduled, SBC TEXAS shall minimize Customer out-of-service time.
 - 5.2.3 For both Coordinated Cutovers and non-Coordinated Cutovers, each Party shall remain responsible for the coordination of its respective work groups involved in the cutover, including, but not limited to, the coordination of work centers charged with manual cross-connects, electronic cross-connect mapping and switch translations (including, but not limited to, implementation of PNP translations).

5.3 Pricing of Coordinated Cutovers

5.3.1 Pricing for Coordinated Cutovers shall be set forth in Appendix Pricing.

6 MASS CALLING

6.1 General Terms and Conditions

6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC TEXAS 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 customer objectives usually create this condition: (a) low call completion; and (b) high call completion.

6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC TEXAS will provide mass calling code portability using a non-LRN solution.

6.2 Service Provided

6.2.1 SBC TEXAS 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 TEXAS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC TEXAS mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC TEXAS's 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.

6.2.2 When MCIm requests that a SBC TEXAS number with a mass calling NXX code be ported to its network, SBC TEXAS will build translations at the CSO to route the incoming calls to an MCIm provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to MCIm's central office.

NUMBERING

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2 GENERAL TERMS AND CONDITIONS 3

1 INTRODUCTION

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

2 GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where MCIIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIIm shall obtain a separate NXX code for each SBC TEXAS Rate Center or Rate District (which ever is smaller) 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). Where pooling is done, MCIIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIIm.
- 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 limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, 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 Rating and Routing Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges per Appendix Pricing. The Parties agree to follow established industry practice for code transfer and LERG reassignment.

OPERATIONS SUPPORT SYSTEM

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC TEXAS provides access to SBC TEXAS's Operations Support System (OSS) "functions" to MCIIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by SBC TEXAS.
- 1.2 With respect to all matters covered by this Appendix, the Parties will comply with the SBC Plan of Record (POR) final version for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on 9/22/00 and the SBC-13STATE Change Management Process "CMP" Document, subject to applicable state law or Commission orders. If specific performance under this Appendix is not detailed in the Uniform POR or CMP, it will then be governed by the terms and conditions of this Appendix.
- 1.3 Definitions
 - 1.3.1 "LSC" Local Service Center for SBC TEXAS.
 - 1.3.2 "LOC" means the Local Operations Center for SBC TEXAS.

2 GENERAL CONDITIONS

- 2.1 Performance Standards. SBC TEXAS shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements. Further, SBC TEXAS will compensate MCIIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards SBC TEXAS fails to meet.
- 2.2 MCIIm agrees to utilize SBC TEXAS electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, UNEs, local number portability, or local Interconnection trunking through SBC TEXAS. In addition, MCIIm agrees that for SBC TEXAS such use will comply with SBC TEXAS' Security Policies and Guidelines incorporated in Section 8. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIIm shall be responsible for and indemnifies SBC TEXAS against any cost, expense or liability relating to any demonstrated incident of unauthorized entry or access into, or use or manipulation of SBC TEXAS's OSS from MCIIm systems, workstations or terminals or by MCIIm employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by MCIIm and shall pay SBC TEXAS for any and all damages that SBC TEXAS can demonstrate are caused by such unauthorized entry or use. SBC TEXAS shall be permitted to audit all activities by MCIIm using any SBC TEXAS OSS not more than once annually, upon written notice to MCIIm. Such written notice shall specify the type of information SBC TEXAS is seeking and shall also specify the reason SBC TEXAS is seeking the audit, including any alleged "misuse" of the OSS by MCIIm. MCIIm shall provide the requested information within fourteen (14) days of receiving notice from SBC TEXAS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.
- 2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.
- 2.4 To the extent Resale and Unbundled Network Elements (UNE), local number portability and interconnection trunking, pre-ordering, ordering, provisioning and maintenance/repair,

and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should SBC TEXAS develop electronic interfaces for these functions for itself, its affiliates and/or other CLECs, SBC TEXAS will offer electronic access to these functions to MCI at parity. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation or upon SBC TEXAS' request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCI is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCI will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, SBC TEXAS shall accept manual orders.

- 2.5 Within SBC TEXAS regions, MCI's access to pre-order functions described in Sections 3.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where MCI has obtained an authorization for release of CPNI from the end user in accordance with applicable law. Within SBC TEXAS regions, MCI's access to pre-order functions described in Sections 3.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where MCI has obtained an authorization for release of CPNI from the end user in accordance with applicable law.
- 2.6 Customer Service Information - CSI Inquiry: Access to SBC TEXAS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, pending service order activity. MCI agrees that, MCI's representatives will not access the information specified in this subsection until after End User authorization for release of CPNI complies with conditions as described in Section 3.2.2 of this Appendix. Access to SBC TEXAS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, pending service order activity. MCI agrees that MCI's representatives will not access the information specified in this subsection until after MCI or its representatives have obtained an authorization for release of CPNI from the end user in accordance with applicable law. Such End User authorization for release of CPNI shall comply with conditions as described in Section 3.2.2 of this Appendix.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 By utilizing any electronic interfaces, MCI agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable tariffs dependent on region of operation, or SBC TEXAS' UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.
- 2.10 MCI agrees to use reasonable business efforts to submit orders that are correct and complete. SBC TEXAS will use reasonable business efforts to process MCI's orders before rejecting MCI orders for accuracy and completeness. The Parties agree to conduct internal and independent reviews for accuracy. MCI is also responsible for all actions of its employees using any of SBC TEXAS' OSS systems. As such, MCI agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC TEXAS 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 TEXAS to MCI.
- 2.11 Work Center for OSS Single Point of Contact. SBC TEXAS has a single help desk, called

the Information Services Call Center (ISCC), which provides technical support as MCI's single point of contact (SPOC) for all of SBC TEXAS electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and maintenance/repair and billing of Network Elements and Local Resale services. MCI will also provide a single point of contact for technical support issues related to the electronic interfaces.

- 2.12 Within a commercially reasonable time, if such does not already exist between the Parties, SBC TEXAS and MCI will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning and maintenance/repair, and billing for Resale services, UNEs, local number portability, or interconnection trunking.
- 2.13 The Parties will follow the final adopted guidelines of SBC Competitive Local Exchange (CLEC) 13-State Interface Change Management Process as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC Illinois shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the Uniform POR once approved by FCC.
- 2.14 SBC TEXAS and MCI agree to participate in and abide by resolutions of 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 TEXAS may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.
- 2.15 MCI and SBC TEXAS 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 TEXAS has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).
- 2.16 MCI is responsible for obtaining operating system software and hardware to access SBC TEXAS OSS functions as specified in the document "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by SBC for any of its regions.

3 PRE-ORDER

- 3.1 SBC TEXAS will provide access to pre-order functions at parity with what it provides to itself, its affiliate(s) and/or any other CLEC, to support MCI ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCI to the extent and on the same basis as SBC TEXAS provides to itself or its affiliates and/or any other CLEC. 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 MCI so that MCI order requests may be created to comply with SBC's region-specific ordering requirements.
- 3.2 Pre-ordering information either manually or electronically for Resale and UNEs includes:

- 3.2.1 Feature/Service Availability
 - 3.2.1.1 Feature Inquiry provides SBC TEXAS with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
 - 3.2.1.2 PIC/LPIC Inquiry provides SBC TEXAS Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 3.2.2 Customer Service Information - CSI Inquiry
 - 3.2.2.1 Access to SBC TEXAS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
- 3.2.3 Telephone Number Inquiry
 - 3.2.3.1 SBC TEXAS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, SBC TEXAS also provides a Telephone Number Confirmation Inquiry function.
- 3.2.4 Scheduling Inquiry/Availability
 - 3.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
 - 3.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 3.2.5 Address Validation Inquiry
 - 3.2.5.1 SBC TEXAS provides address validation function.
- 3.3 The following are Pre-Order functions specific to UNEs
 - 3.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
 - 3.3.1.1 SBC TEXAS 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.
 - 3.3.2 Common Language Location Indicator (CLLI) Inquiry
 - 3.3.2.1 SBC TEXAS provides CLLI code inquiry function.
 - 3.3.3 Connecting Facility Assignment (CFA) Inquiry
 - 3.3.3.1 SBC TEXAS provides a CFA inquiry function.

3.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

3.3.4.1 SBC TEXAS provides a NC/NCI inquiry function.

3.4 Electronic Access to Pre-Order Functions

3.4.1 Resale and UNE Pre-order Interface Availability

3.4.1.1 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.

3.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC TEXAS. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

3.5 Other Pre-order Function Availability

3.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

3.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC TEXAS will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

3.5.2.1 Data Validation Files:

3.5.2.1.1 SAG (Street Address Guide)

3.5.2.1.2 Feature/Service Availability by Switch

3.5.2.1.3 Directory Names

3.5.2.1.4 Class of Service Codes

3.5.2.1.5 USOC (Universal Service Order Codes)

3.5.2.1.6 Community Names

3.5.2.1.7 Yellow Page Headings

3.5.2.1.8 PIC/LPIC (InterLATA/IntraLATA).

4 ORDERING/PROVISIONING

4.1 SBC TEXAS shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform POR.

- 4.2 SBC TEXAS will provide electronic access to ordering functions to support MCIIm provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCIIm at parity with what SBC TEXAS provides to itself or its affiliate(s) and/or any other CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCIIm will format the service request to identify what features, services, or elements it wishes SBC Illinois to provision in accordance with SBC Illinois ordering requirements.
- 4.3 Resale and UNE Service Order Request Ordering System:
 - 4.3.1 SBC TEXAS makes available to MCIIm an Electronic Data Interchange (EDI) interface for transmission of MCIIm Local Service Requests (LSR) formats as defined in the SBC 13-STATE Local Service Order Requirements (LSOR). In ordering and provisioning of Resale Services or UNEs, MCIIm and SBC TEXAS will utilize industry guidelines developed by OBF and TCIF to transmit data based upon SBC TEXAS Resale ordering requirements in accordance with Uniform POR. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
 - 4.3.2 For SBC TEXAS, 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.
 - 4.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, MCIIm and SBC Illinois will utilize industry guidelines developed by OBF based upon SBC TEXAS ordering requirements.
- 4.4 Provisioning for Resale Services and UNEs in SBC TEXAS: SBC TEXAS will provision Resale services and UNEs as detailed in MCIIm order requests. Electronic access to status on such orders will be provided via the following electronic interfaces:
 - 4.4.1 For EDI ordering, SBC TEXAS provides MCIIm, and MCIIm uses, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects) as described in the Uniform POR.
 - 4.4.2 For SBC TEXAS, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.
- 4.5 "As is migrations" (meaning, a Local Service Request that seeks to convert the End User Customer with whatever array of services he or she currently has) shall only be permitted for Resale.

5 MAINTENANCE/REPAIR

- 5.1 Real time electronic interfaces are accessible in SBC TEXAS to place and check the status of trouble reports for both Resale and UNE. Upon request, MCIIm may access these functions via the following methods:
 - 5.1.1 In SBCTEXAS, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows MCIIm to issue trouble tickets, view status, and view trouble history on-line. SBC TEXAS shall provide an Estimated Time To Repair (ETTR) on all trouble

reports at parity with what it provides its affiliates, its retail customers and other CLECs.

- 5.1.2 In SBCTEXAS, Electronic Bonding Trouble Administration (EBTA) is an interface that is available for trouble report submission and status updates. This EBTA conforms to ANSI guidelines T1:227:1995 and T1.228:1995, 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 MCI and in SBC TEXAS. Functions currently implemented will 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. MCI and SBC TEXAS will exchange requests over a mutually agreeable X.25-based network.

6 BILLING

- 6.1 For Resale Services in SBC TEXAS, MCI may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:
 - 6.1.1 MCI may receive a Usage Extract Feed electronically in SBC TEXAS. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.
 - 6.1.2 SBC TEXAS shall provide local disconnect report records via the EDI 836 transaction set.
 - 6.1.3 In SBC TEXAS, MCI may receive a mechanized bill via the SBC TEXAS Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.
- 6.2 Electronic access to billing information for UNEs will also be available via the following interfaces:
 - 6.2.1 SBC TEXAS makes available to MCI 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 MCI's paper bill.
 - 6.2.2 MCI may receive a Usage Extract Feed electronically in SBCTEXAS. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.
- 6.3 SBC TEXAS shall provide timely notice of customer migrations of MCI to SBC Illinois or from MCI to another carrier. In the event that SBC TEXAS fails to provide timely notice of such migrations, and such failure results in improper billing by MCI, SBC TEXAS shall, upon MCI's request, notify the affected customer(s) that continued billing after the migration was the fault of SBC TEXAS, not MCI or, if applicable, the other carrier.

7 REMOTE ACCESS FACILITY

- 7.1 MCI must access OSS interfaces via a MCI Remote Access Facility. For SBC TEXAS, the LRAF, located in Dallas, TX, will be used. Connection to these remote

access facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. MCIIm may utilize a port to access SBC's OSS interfaces to perform the supported functions in any SBC states where MCIIm has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

- 7.2 For SBC TEXAS, MCIIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIIm 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, SRAF, ARAF, and/or PRAF. Switched Access "Dial-up Connections" require MCIIm to provide its own modems and connection to the LRAF, PRAF, SRAF and ARAF. MCIIm shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC TEXAS OSS via the public internet.
- 7.3 For SBC TEXAS, MCIIm shall use TCP/IP to access SBC TEXAS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCIIm shall have at a minimum of one valid Internet Protocol (IP) network address per region. MCIIm shall maintain user-ids/passwords for accessing an SBC TEXAS OSS on MCIIm's behalf under the SBC block ID program.
- 7.4 For SBC TEXAS, MCIIm shall attend and participate in implementation meetings to discuss MCIIm LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

8 DATA CONNECTION SECURITY REQUIREMENTS

- 8.1 MCIIm agrees that interconnection of MCIIm data facilities with SBC TEXAS data facilities for access to OSS will be in compliance with SBC'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 govern direct and dial up connections between MCIIm and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 8.2 Joint Security Requirements
 - 8.2.1 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.)
 - 8.2.2 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.
 - 8.2.3 Each Party shall notify the other party immediately, whenever its current user id or system access request is no longer approved or considered authorized for access.

- 8.2.4 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.
- 8.2.5 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 MCI or SBC TEXAS 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.
- 8.2.6 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.
- 8.3 Additional Responsibilities of Both Parties
 - 8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCI equipment on SBC TEXAS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
 - 8.3.2 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.
 - 8.3.3 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.
 - 8.3.4 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.
 - 8.3.5 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.

- 8.3.6 All network-related problems will be managed to resolution by the respective organizations, MCI or SBC TEXAS, as appropriate to the ownership of a failed component. As necessary, MCI and SBC TEXAS will work together to resolve problems where the responsibility of either Party is not easily identified.

8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

- 8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computers, networks and information resources. This Section 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 MCI or SBC TEXAS, respectively, as the providers of the computer, network or information in question.

- 8.4.2 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.

8.5 General Policies

- 8.5.1 Each Party's resources are for approved business purposes only.
- 8.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of investigation. Each Party may exercise at any time its right to take appropriate action should unauthorized or improper usage be discovered.
- 8.5.3 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.
- 8.5.4 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.
- 8.5.5 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.

8.6 User Identification

- 8.6.1 SBC TEXAS will utilize a process whereby blocks of user-ids will be established by SBC TEXAS and then self-administered by MCI. MCI will follow the user id processes and guidelines as outlined in the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.

- 8.6.2 Intentionally Omitted.
- 8.6.3 User ids will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.
- 8.7 User Authentication
 - 8.7.1 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.
 - 8.7.2 Passwords must not be stored in script files.
 - 8.7.3 Passwords must be entered by the user in real time.
 - 8.7.4 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.
 - 8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
 - 8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
 - 8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 8.8 Access and Session Control
 - 8.8.1 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.
 - 8.8.2 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.
- 8.9 User Authorization
 - 8.9.1 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.
- 8.10 Software And Data Integrity
 - 8.10.1 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.

8.10.2 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.

8.10.3 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.

8.11 Monitoring And Audit

8.11.1 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). One example of this end user customer warning banner message may be:

"This is a (SBC TEXAS or MCI) 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."

8.11.2 After successful authentication, each Party will track the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

9 OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

9.1 At either Party's request and prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10 TRAINING

10.1 SBC TEXAS shall train MCI's trainers in the use of SBC TEXAS' OSS systems and processes. Training will be provided for all preordering, ordering and provisioning, maintenance and repair, billing, miscellaneous services, and any other area function or support system as provided for elsewhere in this Appendix, as requested by MCI. Charges as specified below will apply for each class. Information and materials provided to MCI must include, at a minimum, operational and procedural information, and SBC TEXAS specific system access/interface instruction. Classes are train-the-trainer format to enable MCI to devise its own course work for its own employees. Course descriptions for all available classes by region are posted on the CLEC web site (<http://clec.sbc.com>) in the Customer Education section. CLEC Training schedules by region are also available on the CLEC web site and are subject to change, with class lengths varying. Prior to live GUI or other system usage by MCI, MCI must complete user education classes for any SBC TEXAS provided interfaces that affect the SBC TEXAS network.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 10.2 A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by SBC TEXAS and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any SBC TEXAS offered-class, to fill any additional seats for which any CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.3 Class dates will be based upon MCIm requests and SBC TEXAS availability.
- 10.4 If MCIm cancels a scheduled class less than two weeks' prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should SBC TEXAS cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, SBC TEXAS will waive the charges for the rescheduled class for the registered students. MCIm agrees to provide to SBC TEXAS completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.5 MCIm agrees that MCIm personnel attending classes are only to utilize training databases presented to them in class. Attempts to access any other SBC TEXAS or SBC system are strictly prohibited.
- 10.6 MCIm 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 TEXAS' OSS in accordance with this Appendix and are "Confidential Information" subject to the terms, conditions and limitations of General Terms and Conditions.

11 SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

The Parties agree that MCI's use of a Service Bureau Provider to access SBC TEXAS' OSS shall be subject to the requirements of this Section. For purposes of this Section, Service Bureau Provider means a third party that has been engaged by MCI to act on MCI's behalf for purposes of providing a means of access to SBC TEXAS' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

11.1 SBC TEXAS shall allow MCI to access its OSS via a Service Bureau Provider under the following terms and conditions.

11.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, MCI shall be permitted to access SBC TEXAS OSS via a Service Bureau Provider as follows:

11.2.1 MCI shall be permitted to access SBC TEXAS application-to-application OSS interfaces, via a Service Bureau Provider where MCI has entered into a relationship with such Service Bureau Provider and the Service Bureau Provider has entered into an appropriate arrangement acceptable to SBC TEXAS to allow Service Bureau Provider to establish access to and use of SBC TEXAS' OSS.

11.2.2 MCI's use of a Service Bureau Provider shall not relieve MCI of the obligation to abide by all terms and conditions of this Agreement. MCI must ensure that its Service Bureau Provider properly performs all OSS obligations of MCI under this Agreement which MCI delegates to Service Bureau Provider.

11.2.3 MCI shall provide notice in accordance with the notice provisions of the general terms and conditions of this Agreement whenever it intends to use a Service Bureau Provider to access SBC TEXAS' application-to-application OSS interfaces or when MCI intends to cease using a Service Bureau Provider to access SBC TEXAS' application-to-application OSS interfaces. Provided that SBC TEXAS has not previously established a connection with a particular Service Bureau Provider, SBC TEXAS shall have a reasonable transition time, not to exceed sixty (60) days to establish a connection to a Service Bureau Provider once MCI provides notice.

11.3 When MCI accesses SBC TEXAS' OSS using a Service Bureau Provider, the measurement of SBC TEXAS' performance shall not include Service Bureau Provider's processing, availability or response time.

OPERATOR SERVICES

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by SBC TEXAS to MCI. The terms and conditions for Operator Services being provided for MCI's resale end user customers are set forth in Appendix Resale.

2 SERVICES

2.1 General

- 2.1.1 SBC TEXAS shall ensure that MCI end user customers have the capability to dial the same telephone numbers to access SBC TEXAS Operator Service that SBC TEXAS end user customers dial to access SBC TEXAS Operator Service.
- 2.1.2 SBC TEXAS shall provide Operator Services as an unbundled Network Element at TELRIC-based rates, unless SBC TEXAS provides MCI with customized routing as defined in Appendix UNE. and unless authorized to discontinue unbundled Operator Services by the Commission.

2.2 Operator Services

- 2.2.1 If Customized Routing is not provided and MCI requests unbundled Operator Services, SBC TEXAS shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:
- 2.2.1.1 SBC TEXAS shall complete 0+ and 0- dialed local calls.
- 2.2.1.2 SBC TEXAS shall complete 0+ intraLATA toll calls.
- 2.2.1.3 SBC TEXAS shall complete calls that are billed to a calling card and MCI shall designate the acceptable types of special billing.
- 2.2.1.4 SBC TEXAS shall complete person-to-person calls.
- 2.2.1.5 SBC TEXAS shall complete collect calls.
- 2.2.1.6 SBC TEXAS shall provide the capability for callers to bill to a third party and shall complete such calls.
- 2.2.1.7 SBC TEXAS shall complete station-to-station calls.
- 2.2.1.8 SBC TEXAS shall process BLV/BLVI requests.
- 2.2.1.9 SBC TEXAS shall refer emergency call trace requests to the appropriate call center or agency.
- 2.2.1.10 SBC TEXAS shall process 0-dialed operator-assisted Directory Assistance calls.
- 2.2.1.11 SBC TEXAS shall route 0- local traffic directly to a "live" operator team.

- 2.2.1.12 SBC TEXAS shall provide caller assistance services to MCI's disabled end user customers in the same manner that SBC TEXAS provides caller assistance services to its disabled end user customer.
- 2.2.1.13 SBC TEXAS shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to SBC TEXAS end user customers. .
- 2.2.1.14 When requested by MCI's end user customer, SBC TEXAS shall provide corrected billing information to MCI on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to SBC TEXAS customers
- 2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.
- 2.2.2 SBC TEXAS shall direct customer inquiries to the customer service center designated by MCI.
- 2.3 Where technically feasible, SBC TEXAS will provide the following OS:
 - 2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an SBC TEXAS operator, hereafter called "Operator."

 - 2.3.1.1 SBC TEXAS - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.3.1.2 Intentionally Omitted.
 - 2.3.2 Operator-Assisted Call Processing
 - 2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.
- 2.4 **Operator Assisted Calls to Directory Assistance ("OADA")**
 - 2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. SBC TEXAS will offer OADA to calling parties on a nondiscriminatory basis.

3 SERVICES

- 3.1 Fully Automated Call Processing - Where technically feasible, SBC TEXAS can support the following fully automated call types as outlined below:
 - 3.1.1 Fully Automated Calling Card Service
 - 3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the

call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, SBC TEXAS will support the following Operator-assisted call types for MCIm:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which SBC TEXAS can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.8. General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

4 CALL BRANDING

- 4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCI, audibly and distinctly to the MCI end user at the beginning of each OS call. In all cases, SBC TEXAS will brand the OS call as directed by MCI. MCI will provide written specifications of its name or announcement to be used by SBC TEXAS to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.
- 4.2 Where not technically feasible or where MCI does not request branding, SBC will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, SBC TEXAS will brand OS based upon the criteria outlined.
- 4.2.1 Where SBC TEXAS is only providing OS on behalf of MCI, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCI, calls will be branded at MCI's request with the same brand. There may be separate brands where separate trunk groups are utilized.
- 4.2.2 Branding Load Charges
- Non-recurring load charges apply per Operator assistance switch (and per OCN, if multiple OCNs are used) for the establishment of MCI specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every OS call handled by the automated recording in the SBC TEXAS OS platform.
- 4.2.2.1 Branding charges are included in Appendix Pricing.

5 OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 If MCI elects to use OS services where technically feasible and/or available, SBC TEXAS will provide MCI OS Rate/Reference Information, based upon the criteria outlined below:
- 5.1.1 MCI will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire (OSQ) posted on SBC's CLEC online website thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.
- 5.1.2 MCI will inform SBC TEXAS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCI acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCI's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCI's OS Services Rate or Reference Information subject to the requirements herein.
- 5.2 When an SBC TEXAS Operator receives a rate request from an MCI end user customer, SBC TEXAS will quote the applicable OS rates as provided by MCI.

6 INTENTIONALLY OMITTED

6.1 Intentionally Omitted

7 HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent MCI's NXX encompasses multiple emergency agencies, SBC TEXAS agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCI must provide SBC TEXAS with the correct information to enable the transfer as required by the OSQ. MCI will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC TEXAS will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8 RESPONSIBILITIES OF THE PARTIES

8.1 MCI will provide SBC TEXAS at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.

8.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS Operator assistance switch. Should MCI seek to obtain Interexchange OS from SBC TEXAS, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

8.3 MCI understands and acknowledges that before live traffic can be passed, MCI is responsible for obtaining and providing to SBC TEXAS, default emergency agency numbers.

8.4 SBC TEXAS shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to SBC TEXAS, its affiliate and all other CLECs. SBC TEXAS shall communicate official information to MCI via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.

8.5 SBC TEXAS shall provide MCI with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

8.6 MCI will furnish to SBC TEXAS a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCI will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. SBC TEXAS shall adequately staff its operator work force.

9 METHODS AND PRACTICES

- 9.1 SBC TEXAS will provide OS to MCI's end user customers in accordance with SBC TEXAS OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10 PRICING

- 10.1 The prices at which SBC TEXAS agrees to provide MCI with OS are contained in the applicable Appendix Pricing.

11 MONTHLY BILLING

- 11.1 SBC TEXAS will accumulate and provide MCI such data as necessary for MCI to bill its end user customers.

12 INDEMNIFICATION

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC TEXAS's Operator Services.

13 TERM OF APPENDIX

- 13.1 MCI must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCI may terminate use of SBC TEXAS's Operator Services any time after MCI has used such Operator Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to SBC TEXAS, inclusive of the notice period.
- 13.2 If MCI terminates use of SBC TEXAS's Operator Services without complying with Section 13.1 above, MCI shall pay SBC TEXAS, within thirty (30) days of the issuance of a final bill by SBC TEXAS, all amounts due as provided under this Appendix.

PERFORMANCE MEASUREMENTS

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This Attachment 16: Performance Measurements sets forth the terms and conditions under which SBC TEXAS will report performance to CLEC and compare that performance to SBC TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1 PERFORMANCE DATA

- 1.1 SBC Texas agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC TEXAS will collect, analyze, and report performance data for these measures in accordance with SBC TEXAS' Performance Measurement Business Rules, as approved by the Public Utility Commission of Texas (the "Commission" or "PUC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.

2 COMPLIANCE

- 2.1 For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC TEXAS (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.

3 EVALUATION

- 3.1 A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC TEXAS, other CLECs, and Commission representatives.
- 3.2 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC Texas and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Texas Public Utility Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
- 3.3 CLEC and SBC TEXAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC TEXAS will allow CLEC to have an independent audit conducted,

at CLEC's expense, of SBC TEXAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC TEXAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.

4 GENERAL ASSESSMENTS PAYABLE TO THE TEXAS STATE TREASURY

- 4.1 If SBC TEXAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:
 - 4.1.1 If no reports are filed, \$5,000 per day past the last business day of the month;
 - 4.1.2 If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.
- 4.2 If SBC TEXAS alters previously reported data to a CLEC, and after discussions with SBC TEXAS the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."
- 4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5 REPORTS

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

6 BUSINESS RULES

- 6.1 Attached hereto, and incorporated herein by reference, are the following Appendices:
 - 6.1.1 Appendix 1: Performance Measurement Business Rules (Version 4.0)

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PERFORMANCE MEASUREMENTS BUSINESS RULES**A. Pre-Ordering/Ordering**

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

2. Measurement	
Percent Responses Received within “X” seconds – OSS Interfaces	
Definition:	
The percent of responses completed in “x” seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website. For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below. No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply) All measurements below will be reported on a diagnostic basis.	
Measurement	EnhancedVerigate, EDI and CORBA

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Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) <= 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement	
OSS Defects Per Million Opportunities (DPMO)	
Definition:	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
Exclusions:	
- Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process - Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days	
Business Rules:	
The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions). SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
- Verigate (interface only) = 5000 DPMO - EDI Pre-Order (interface only) = 3000 DPMO - CORBA Pre-Order (interface only) = 3000 DPMO - Total of all 5 Pre-Order function disaggregations = 5,000 DPMO - LEX = 5000 DPMO - EDI Ordering = 3000 DPMO - EBTA GUI = 5000 DPMO - EBTA App-to-App = 5000 DPMO - SBC Southwest RAF (by CLEC) = 5000 DPMO - SBC Toolbar = 5000 DPMO - EASE reported for Consumer and Business = Diagnostic (Critical Z does not apply)	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
For LSRs • Rejected (manual and electronic) LSRs. • SBC only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders For ASRs • All LSRs • Access Orders purchased from SBC tariffs • Rejected (manual and electronic) ASRs • SBC Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed. All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex. A Mechanized Business Ordering system (MBOS) document is required for

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

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

ENHANCEDLEX/EDI

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

MANUAL REQUESTS

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

FOR ASRs:

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

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before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

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

Calculation:	Report Structure:
$(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	

1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/Mechanized LNP with Loop (1-19)/EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)	D. 24 Hours
E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)	E. 48 Hours
F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	F. Negotiated interval
3. ASRs	3. 95% within
A. Interconnection Facilities and Trunks	A. 7 business days
B. Unbundled Dedicated Transport	B. 5 business days

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DS3s C. Unbundled Dedicated Transport DS1s D. Projects	C. 1 business days D. Negotiated Interval (Critical Z does not apply)

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

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

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

10.2 Measurement:	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
Exclusions:	
N and D service orders	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code..	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
• N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999)
- Facilities Jeopardies
 - POTS (includes the following):
 - 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)
 - 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)
 - 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access
 - UNE Platform – POTS

UNE SPECIALS or Designed Services (includes the following):

- BRI Loop with Test Access
- ISDN BRI Port
- DS1 Loop with Test Access
- DS1 Dedicated Transport
- Subtending Channel (23B)
- Subtending Channel (1D)
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- DS3 Dedicated Transport
- Dark Fiber
- DSL Loops – Line Sharing
- DSL Loops – Non-Line Sharing
- DSL Loops - Line Splitting
- UNE-Platform-Specials

Other SBC Caused

- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies

Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day	
Diagnostic only	

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12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
- Cancelled Orders - Rejected orders due to CLEC caused errors	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
Disaggregations and Benchmarks:	
- Flow Through - Non-Flow Through Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

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

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13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
• Excludes rejected orders • Manually received orders	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13.1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error	
Business Rules:	
The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include: - LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, - LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, - LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing, - LSRs with any associated service orders that do not update databases without fall out or manual processing, - LSRs which result in any manual AIN trigger setting or manual switch translation work, - LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution.	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

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

C. Miscellaneous Administrative

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

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

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

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.
<u>Interconnection Trunks</u> Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.
Exclusions:
• Excludes customer caused misses (e.g., customer not ready, construction not complete). • Excludes all orders except N, T, and C orders. • Excludes Weekends and Holidays. • Excludes circuits requested for less than the standard offered interval unless agreed to by SBC • NPAC caused delays unless caused by SBC (LNP only)
Business Rules:
<u>POTS/UNE-P</u> The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.
Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for

the customer requested due date and included in this measure.

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

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

Specials

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

UNEs/EELS

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

LNP Loops

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

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

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

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

For partial LNP conversions that require restructuring of customer account:

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

or is new. >30 TNs, including entire NXX: The due dates are negotiated. Interconnection Trunks SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.	
Calculation:	Report Structure:
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100 LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100 Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
POTS - Field Work (FW) - Bus Class of Svc - Res Class of Svc - No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	- Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) - Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).

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

30. Measurement (PM 30 Combined with PM 60)	
Percent SBC Missed Due Dates Due To Lack of Facilities	
Definition:	
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<u>UNEs</u> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
• Excludes orders that are not N, T, or C. • Interconnection Trunks.	
Business Rules:	
<u>POTS/UNE-P –</u> The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code. <u>Specials –</u> The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code. <u>UNEs/EELS –</u> Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
Calculation:	Report Structure:

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(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.
Disaggregations and Benchmarks:	
1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc 2. UNE-P -Field Work (FW) 3. 8.0dB Loops <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, switch ports) 5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops, and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) 2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) 3. Compared to Business Retail POTS and Residence Retail POTS Combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 5% 10. 8%, 4% in 6 months (Critical Z does not apply) Note: Comparisons are used for Diagnostic purposes only.

32. Measurement (PM 32 Combined with PM 62 and PM 74)
Average Delay Days For SBC Caused Missed Due Dates.
Definition:
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.
Exclusions:
- Excludes orders that are not N, T, or C. For Specials/UNEs/Interconnection Trunks Only: - Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC.
Business Rules:
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.
Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.
UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.

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Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc 2. UNE-P Field Work (FW) No Field Work (NFW) 3. 8.0dB Loops – FW 8.0dB Loops - NFW <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports) 5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport) 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interconnection Trunks	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types). 2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types). 3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW 4. 6 days 5. 6 days (Critical Z does not apply) 6. 5 days 7. 6 days 8. 6 days 9. 6 days 10. 6 days (Critical Z does not apply) 11. Parity with SBC Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)
Percent Trouble Report Within X Days (I-10 / I-30) of Installation
Definition:
Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.
Percentage of UNEs that receive a customer trouble report within X” calendar days, where “x” is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.
Exclusions:
• Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational. • Excludes trouble report received on the due date before service order completion. • Interconnection Trunks • Loops without test access - BRI • Orders that are not N, T, or C. • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC. • UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date. • Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date. • CLEC-caused errors. • NPAC-caused errors unless caused by SBC. • Stand Alone LNP Orders with more than 500 number activations.
Business Rules:
<u>POTS/UNE-P</u>
Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10

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days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

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

UNES/EELS

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

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

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

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

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
- Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. - CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. - Excludes installation reports. An installation report is defined as any report that comes in within “X” calendar days of service order completion, where “X” is 10 for POTS and 8db loops and “X” is 30 for special services. - Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. - Excludes BRI loops without test access - Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. - Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. - UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date	
Business Rules:	
<u>POTS/UNE-P</u> CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	

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

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38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • No Access and delayed maintenance for UNE loops. • Specials and Interconnection Trunks • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)	
Business Rules:	
<u>POTS/UNE-P</u> The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a “Missed Commitment.”	
<u>UNE Loops</u> The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence • Dispatch • No Dispatch POTS - Business • Dispatch • No Dispatch 2. UNE-P • Dispatch • No Dispatch 3. 8.0dB Loops	1. POTS - Parity with SBC Retail 2. UNE-P – Parity with SBC Retail POTS Business and Residence combined 3. Compared to SBC Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)
Mean time to restore / Average Trunk Restoration Interval
Definition:
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared. <u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance. <u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
Exclusions:
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC
Business Rules:

POTS and UNE-Ps

The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.

Specials

The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS

The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.

Interconnection Trunks

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.

Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})] \div \text{Total network customer trouble reports}}{\text{Total trunk outage duration} \div \text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence - Business 2. UNE-P - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence UNE-P - Business UNE-P 3. 8.0dB Loops - Dispatch	1. POTS – Parity with SBC Retail 2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business 3. Compared to business and residence combined

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- No Dispatch <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport) 6. ISDN & BRI (resale, loops and ports 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interoffice Trunks	4. 12 hours 5. 4.5 hours (Critical Z does not apply) 6. 12 hours 7. 7.5 hours 8. 7.5 hours 9. 12 hours 10. 4.5 (Critical Z does not apply) 11. Parity with SBC Interoffice Trunking Network

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. - CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. - Excludes reports marked as “No Access” to customer premises. - Excludes Affecting Service reports.	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: - The customer report is received Monday through Friday cleared within 24 hours. - The customer report is received Saturday and cleared within 48 hours. - The customer report is received Sunday and cleared before midnight Monday. - Holidays are excluded.	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
<u>POTS</u> - Business class of service - Residence class of service <u>UNE-P</u>	- POTS – Parity with SBC - UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. - CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. - Interconnection Trunks - Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational - Loops without test access – BRI - DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. - Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	

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1. <u>POTS</u> - <u>Residence</u> - <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	1. Parity With SBC Retail POTS 2. Parity with SBC Retail Pots Business and Residence Combined 3. Compared to SBC Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply) 6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:	
Percentage of Trunk Blockage	
Definition:	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.	
Exclusions:	
• Excludes Weekends and Holidays • CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. • Blocking caused by unplanned load on a CLECs network • SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end. • CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA). • If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA. • If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. • If a CLEC's actual trunk usage as shown by SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. • New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.	
Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	Report Structure:
$\left(\frac{\text{Count of blocked calls} - \text{excluded blocked calls}}{\text{total calls offered} - \text{excluded blocked calls}} \right) * 100$	Reported for CLEC and all CLECs by state.

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Disaggregations and Benchmarks:	
• SBC end office to CLEC end office • SBC tandem to end office trunk	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
• Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC	• 3% of SBC common transport trunk groups not to exceed 2% blocking • 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
• Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.	
Business Rules:	
The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID. The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74). The Denominator will be completed orders plus held circuits.	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
• Interconnection Trunks by 30, 60 and 90 days	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

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

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
- Exclude any applications rejected for non-payment within the times requested under tariff - Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting.	
Business Rules:	
The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: - CLEC return to SBC corrected and complete floor plan drawings. - CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.	
Calculation:	Report Structure:
(count of number of SBC caused missed due dates for collocation)	Reported for individual CLEC and all CLECs and SBC affiliate, by state

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facilities ÷ total number of collocation projects) * 100	
Disaggregations and Benchmarks:	
• New • Augments Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)	95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
- CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval. - Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. - CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. - Excludes Non-Measured reports (CPE, Interexchange, and Informational). - Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date). - Excludes no access to the end user's location.	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
- Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) - Defined Batch Process - Bulk Batch Process	2% 2% 2%

J. NXX

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

K. Bona Fide/Special Request Process (BFRs)

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

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above. SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE: - UNE-P - UNE Loop - DSL Capable Loops - DSL with Line Sharing - LNP only In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
• None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

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DUE DATE INTERVAL MATRIX

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

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DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

PRICING

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1 INTRODUCTION

- 1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.
- 1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and SBC TEXAS has a reasonable basis to believe it can charge MCIIm for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, SBC TEXAS shall provide MCIIm with the Contemplated Service in question and MCIIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate SBC TEXAS tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by SBC TEXAS under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if SBC TEXAS provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by SBC TEXAS and MCIIm.
- 1.4 Intentionally Omitted.
- 1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the Commission's order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission. Upon written notice, the Parties will negotiate an amendment to this Agreement reflecting the new rate.
- 1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement,

and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.

1.7 Intentionally Omitted.

1.8 SBC TEXAS shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

2 RECURRING CHARGES

2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.

2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.

2.3 Intentionally Omitted.

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

3 NON-RECURRING CHARGES

Some items which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

TX Price List

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
2	UNBUNDLED NETWORK ELEMENTS								
3	Local Loops		Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 14.32	\$ 14.32		
4			2-Wire Analog Zone 1 (Rural)	U21	\$ 16.34	\$ 13.93	\$ 7.07	\$ 1.41	\$ 1.27
5			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.69	\$ 13.93	\$ 7.07	\$ 1.41	\$ 1.27
6			2-Wire Analog Zone 3 (Urban)	U21	\$ 12.26	\$ 13.93	\$ 7.07	\$ 1.41	\$ 1.27
7			Conditioning for dB loss from 8db to 5db	UL2	\$ 6.03	\$ 17.54	\$ 16.13		
8			4-Wire Analog Zone 1(Rural)	U4H	\$ 36.06	\$ 15.03	\$ 6.22		
9			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 21.52	\$ 15.03	\$ 6.22		
10			4-Wire Analog Zone 3 (Urban)	U4H	\$ 15.86	\$ 15.03	\$ 6.22		
11			2-Wire Digital Zone 1(Rural)	U2Q	\$ 46.09	\$ 15.03	\$ 6.22		
12			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 15.03	\$ 6.22		
13			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 34.91	\$ 15.03	\$ 6.22		
14			4-Wire Digital Zone 1(Rural)	U4D1X	\$ 63.41	\$ 76.26	\$ 41.52	\$ 9.45	\$ 2.90
15			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 59.77	\$ 76.26	\$ 41.52	\$ 9.45	\$ 2.90
16			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 49.58	\$ 76.26	\$ 41.52	\$ 9.45	\$ 2.90
17			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 450.00	\$ 823.28	\$ 392.54		
18			DS3 Loop Zone (Suburban)	U4D3X	\$ 450.00	\$ 823.28	\$ 392.54		
19			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 450.00	\$ 823.28	\$ 392.54		
20									
21	DSL Capable Loops		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 18.98	\$ 15.03	\$ 6.22		
22			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.65	\$ 15.03	\$ 6.22		
23			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 12.14	\$ 15.03	\$ 6.22		
24			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 18.98	\$ 15.03	\$ 6.22		
25			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.65	\$ 15.03	\$ 6.22		
26			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 12.14	\$ 15.03	\$ 6.22		
27			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 18.98	\$ 15.03	\$ 6.22		
28			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.65	\$ 15.03	\$ 6.22		
29			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 12.14	\$ 15.03	\$ 6.22		
30			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 18.98	\$ 15.03	\$ 6.22		
31			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.65	\$ 15.03	\$ 6.22		
32			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 12.14	\$ 15.03	\$ 6.22		
33			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 18.98	\$ 15.03	\$ 6.22		
34			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.65	\$ 15.03	\$ 6.22		
35			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 12.14	\$ 15.03	\$ 6.22		
36			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 18.98	\$ 15.03	\$ 6.22		
37			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.65	\$ 15.03	\$ 6.22		
38			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 12.14	\$ 15.03	\$ 6.22		
39			2W Digial Zone 1		\$ 46.09	\$ 15.03	\$ 6.22		
40			2W Digial Zone 2		\$ 37.54	\$ 15.03	\$ 6.22		
41			2W Digial Zone 3		\$ 34.91	\$ 15.03	\$ 6.22		
42			*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 36.06	\$ 15.03	\$ 6.22		
43			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 21.52	\$ 15.03	\$ 6.22		
44			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 15.86	\$ 15.03	\$ 6.22		
45			* USOCS used for inventory purpose only						
46			4W Digial Zone 1		\$ 76.96	\$ 73.25	\$ 26.68		
47			4W Digial Zone 2		\$ 75.81	\$ 73.25	\$ 26.68		
48			4W Digial Zone 3		\$ 76.22	\$ 73.25	\$ 26.68		
49			IDSL Loop Zone 1 (Rural)	UY5FX	\$ 46.09	\$ 15.03	\$ 6.22		
50			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 37.54	\$ 15.03	\$ 6.22		
51			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 34.91	\$ 15.03	\$ 6.22		
52									
53	Loop Qualification Process		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A		
54			Loop Qualification Process - Manual	NRBXU	N/A	\$ 78.08	N/A		
55									
56	Loop Make-Up Information		Mechanized/query (per loop)			\$0.00			

TX Price List

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
57			Manual (per loop)*			\$ 0.10			
58									
59									
60	DSL Condition		DSL Conditioning Options:						
61			xDSL Loop greater than 12K ft. but less than 18K ft. in length						
62			Removal of Repeater*			\$ 10.82	\$ 9.41		
63			Removal of Bridged Tap and Repeater*			\$ 27.08	\$ 24.19		
64			Removal of Bridged Tap*			\$ 17.62	\$ 14.79		
65			Removal of Bridged Tap and Load Coil*			\$ 40.44	\$ 37.62		
66			Removal of Load Coil*			\$ 25.66	\$ 22.83		
67			Removal of Repeater and Load Coil*			\$ 35.06	\$ 32.23		
68									
69			xDSL Loop at or greater than 18K ft. in length						
70			Removal of Repeater*			\$ 16.25	\$ 13.42		
71			Removal of Bridged Tap and Repeater*			\$ 37.89	\$ 32.23		
72			Removal of Bridged Tap*			\$ 24.46	\$ 18.81		
73			Removal of Bridged Tap and Load Coil*			\$ 59.35	\$ 53.72		
74			Removal of Load Coil*			\$ 40.55	\$ 34.89		
75			Removal of Repeater and Load Coil*			\$ 53.99	\$ 48.34		
76									
77	Line Station Transfer		LST performed on CODSLAM Loop			\$ 215.65			
78			LST performed on Sub Loop			\$ 208.59			
79			* Indicates rates interim rates and subject to true upon commission ordered rates.						
80									
81									
82	Remove All Bridged Tap (RABT) - MMP		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.*			\$ 218.87			
83			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.*			\$ 566.59			
84			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental*			\$ 218.87	\$ 218.87		
85			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental*			\$ 218.87	\$ 218.87		
86									
87									
88	HFPL Cross Connect		#HFPL Cross Connect - CLEC Owned Non-Integrated	UKCGE	\$ 0.53	\$ 52.99	\$ 38.71		
89			#HFPL Cross Connect - CLEC Owned-Integrated	UKCGD	\$ 0.53	\$ 52.99	\$ 38.71		
90			#HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.53	\$ 62.93	\$ 45.49		
91			# The price assumes all Central Office cross-connects required to provision the HFPL product						
92									
93			HFPL OSS Charge - Per Line	UM3	\$0.00	N/A	N/A		
94									
95	xDSL Cross Connect		xDSL Cross Connect - Standard						
96			2-Wire xDSL		\$ 1.24	\$ 4.72			
97			4-Wire xDSL		\$ 2.49	\$ 29.56			
98			2-Wire IDSL		\$ 1.24	\$ 4.72			
99									
100			xDSL Cross Connect - Shielded						
101			2W xDSL		\$ 1.64	\$ 17.29			
102			4W xDSL		\$ 3.28	\$ 42.13			
103			2W IDSL		\$ 1.64	\$ 17.29			
104									
105	Loop Cross Connects		2-Wire Analog Loop to Collocation	UCXC2	\$ 1.24	\$ 4.72	\$ 4.72		
106			2-Wire Analog Loop to Collocation (without testing)	UCXD2	0.00	\$ 6.91	\$ 4.97		
107			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.49	\$ 29.56	\$ 29.56		
108			4-Wire Analog Loop to Collocation (without testing)	UCXD4	0.00	\$ 29.56	\$ 29.56		
109			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.24	\$ 4.72	\$ 4.72		

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs (UCXD2) under development	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
110			2-Wire Digital Loop to Collocation (without testing)		0.00	\$ 6.91	\$ 4.97		
111			4-Wire Digital Loop to Collocation	UDLY4	\$ 6.67	\$ 39.05	\$ 34.16		
112			4-Wire Digital Loop to Collocation (without testing)	UDLD4	0.00	\$ 29.04	\$ 29.04		
113			Analog Loop to Collo/Mux 2W		\$ 2.61	\$ 19.32	\$ 19.00		
114			Analog Loop to Collo/Mux 2W w/o testing		-	\$ 19.32	\$ 19.00		
115			Analog Loop to Collo/Mux 4W		\$ 3.51	\$ 53.42	\$ 53.10		
116			Analog Loop to Collo/Mux 4W w/o testing		-	\$ 53.42	\$ 53.10		
117			Digital Loop to Collo/Mux 2W		\$ 4.43	\$ 19.32	\$ 19.00		
118			Digital Loop to Collo/Mux 2W w/o testing		-	\$ 19.32	\$ 19.00		
119			Digital Loop to Collo/Mux 4W		\$ 7.51	\$ 22.03	\$ 19.28		
120			Digital Loop to Collo/Mux 4W w/o testing		\$ 0.81	\$ 22.03	\$ 19.28		
121									
122	UNE Cross Connect Loops to Network Reconfiguration Service		2W Analog Loop to Network Reconfiguration Service (FCC Tariff 73)		\$ 0.27	\$ 20.65	\$ 16.50		
123			4W Analog Loop to Network Reconfiguration Service (FCC Tariff 73)		\$ 0.54	\$ 20.65	\$ 16.50		
124			2W Digital Loop to Network Reconfiguration Service (FCC Tariff 73)		\$ 2.64	\$ 20.65	\$ 16.50		
125			4W Digital Loop to Network Reconfiguration Service (FCC Tariff 73)		\$ 8.29	\$ 28.95	\$ 26.47		
126			DS3 Loop to Cross Connect to FCC Tariff 73 Network Reconfiguration Service		\$ 225.59	\$ 0.00	\$ 0.00		
127									
128	Cross Connects UNE Loop to Non-251(c)(3) Wholesale Services or Network Elements		2W Analog Loop to non-251 (c)(3) Wholesale Service or Network Element		\$ 0.27	\$ 20.65	\$ 16.50		
129			4W Analog Loop to non-251 (c)(3) Wholesale Service or Network Element		\$ 0.54	\$ 20.65	\$ 16.50		
130			2W Digital Loop to non-251 (c)(3) Wholesale Service or Network Element		\$ 2.64	\$ 20.65	\$ 16.50		
131			4W Digital Loop to non-251 (c)(3) Wholesale Service or Network Element		\$ 8.29	\$ 28.95	\$ 26.47		
132			DS3 Loop to non-251 (c)(3) Wholesale Service or Network Element		\$ 225.59	\$ 0.00	\$ 0.00		
133									
134	xDSL Capable Distribution Sub Loops		2-Wire xDSL Distribution Sub Loop						
135			Zone 1 - Rural		\$ 9.46	\$ 15.03	\$ 6.22		
136			Zone 2 - Suburban		\$ 5.66	\$ 15.03	\$ 6.22		
137			Zone 3 - Urban		\$ 4.22	\$ 15.03	\$ 6.22		
138									
139			4-Wire xDSL Distribution Sub Loop						
140			Zone 1 - Rural		\$ 9.81	\$ 15.03	\$ 6.22		
141			Zone 2 - Suburban		\$ 5.63	\$ 15.03	\$ 6.22		
142			Zone 3 - Urban		\$ 4.35	\$ 15.03	\$ 6.22		
143									
144	Sub-loop Unbundling		ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.36	None	None		
145			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.23	None	None		
146			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.19	None	None		
147			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 14.11	None	None		
148			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 6.78	None	None		
149			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 4.55	None	None		
150			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 16.63	None	None		
151			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 9.20	None	None		
152			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 6.90	None	None		
153									
154			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 13.07	None	None		
155			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 5.85	None	None		
156			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 3.66	None	None		

TX Price List

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
157			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 15.59	None	None		
158			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 8.27	None	None		
159			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 6.01	None	None		
160									
161			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 2.63	None	None		
162			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 2.54	None	None		
163			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 2.47	None	None		
164									
165			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.72	None	None		
166			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.45	None	None		
167			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 2.37	None	None		
168			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 27.97	None	None		
169			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 13.42	None	None		
170			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 8.99	None	None		
171			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 33.01	None	None		
172			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 18.26	None	None		
173			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 13.69	None	None		
174									
175			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 25.88	None	None		
176			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 11.55	None	None		
177			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 7.21	None	None		
178			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 30.92	None	None		
179			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 16.40	None	None		
180			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 11.91	None	None		
181									
182			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 5.27	None	None		
183			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 5.08	None	None		
184			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 4.93	None	None		
185									
186			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.36	None	None		
187			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.23	None	None		
188			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.19	None	None		
189			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 14.10	None	None		
190			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 6.81	None	None		
191			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 4.58	None	None		
192			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 16.62	None	None		
193			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 9.23	None	None		
194			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 6.93	None	None		
195									
196			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 13.06	None	None		
197			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 5.88	None	None		
198			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 3.69	None	None		
199			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 15.57	None	None		
200			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 8.30	None	None		
201			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 6.04	None	None		
202									
203			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 2.63	None	None		
204			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 2.54	None	None		
205			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 2.47	None	None		
206									
207			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.72	None	None		
208			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.45	None	None		
209			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.37	None	None		
210			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 27.96	None	None		
211			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 13.45	None	None		
212			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 9.03	None	None		
213			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 33.00	None	None		
214			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 18.29	None	None		

TX Price List

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1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
215			ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 13.73	None	None		
216									
217			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 25.87	None	None		
218			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 11.58	None	None		
219			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 7.24	None	None		
220			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 30.90	None	None		
221			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 16.43	None	None		
222			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 11.94	None	None		
223									
224			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 5.27	None	None		
225			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 5.08	None	None		
226			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 4.93	None	None		
227									
228	Subloop Distribution		2W Analog Zone 1		\$ 9.46	\$ 15.03	\$ 6.22		
229			2W Analog Zone 2		\$ 5.66	\$ 15.03	\$ 6.22		
230			2W Analog Zone 3		\$ 4.22	\$ 15.03	\$ 6.22		
231			4W Analog Zone 1		\$ 9.81	\$ 15.03	\$ 6.22		
232			4W Analog Zone 2		\$ 5.63	\$ 15.03	\$ 6.22		
233			4W Analog Zone 3		\$ 4.35	\$ 15.03	\$ 6.22		
234									
235	Sub-loop Unbundling Cross Connect		Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 185.18	\$ 70.82		
236			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 242.15	\$ 91.77		
237			Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 186.02	\$ 71.66		
238			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 242.99	\$ 92.60		
239			Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 185.18	\$ 70.82		
240			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 242.15	\$ 91.77		
241			Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 186.02	\$ 71.66		
242			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 242.99	\$ 92.60		
243			Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 211.47	\$ 79.88		
244			Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 595.31	\$ 304.22		
245			Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 680.89	\$ 332.78		
246									
247	Subloop Cross Connect		2W		\$ -	\$ 70.20	\$ 46.35		
248			4W		\$ -	\$ 78.50	\$ 50.50		
249									
250	Unbundled Dedicated Transport (UDT)		DS1 Interoffice Transport - Urban Term.	ULNHS	\$ 33.76	\$ 52.91	\$ 28.43	\$ 12.05	\$ 3.66
251			DS1 Interoffice Transport - Suburban Term.	ULNHS	\$ 32.55	\$ 52.91	\$ 28.43	\$ 12.05	\$ 3.66
252			DS1 Interoffice Transport - Rural Term.	ULNHS	\$ 34.08	\$ 52.91	\$ 28.43	\$ 12.05	\$ 3.66
253			DS1 Interoffice Transport - Interzone Term.	ULNHS	\$ 44.32	\$ 52.91	\$ 28.43	\$ 12.05	\$ 3.66
254			DS1 Interoffice Transport - Urban Mile	ULNHS	\$ 0.1005	NA	NA	NA	NA
255			DS1 Interoffice Transport - Suburban Mile	ULNHS	\$ 0.1093	NA	NA	NA	NA
256			DS1 Interoffice Transport - Rural Mile	ULNHS	\$ 0.1343	NA	NA	NA	NA
257			DS1 Interoffice Transport - Interzone Mile	ULNHS	\$ 0.0968	NA	NA	NA	NA
258			DS3 Interoffice Transport - Urban Term.	ULNJS	\$ 199.77	\$ 81.05	\$ 65.73	\$ 12.05	\$ 3.66
259			DS3 Interoffice Transport - Suburban Term.	ULNJS	\$ 179.53	\$ 81.05	\$ 65.73	\$ 12.05	\$ 3.66
260			DS3 Interoffice Transport - Rural Term.	ULNJS	\$ 194.60	\$ 81.05	\$ 65.73	\$ 12.05	\$ 3.66
261			DS3 Interoffice Transport - Interzone Term.	ULNJS	\$ 308.37	\$ 81.05	\$ 65.73	\$ 12.05	\$ 3.66
262			DS3 Interoffice Transport - Urban Mile	ULNJS	\$ 2.9127	NA	NA	NA	NA
263			DS3 Interoffice Transport - Suburban Mile	ULNJS	\$ 3.2041	NA	NA	NA	NA
264			DS3 Interoffice Transport - Rural Mile	ULNJS	\$ 3.9582	NA	NA	NA	NA
265			DS3 Interoffice Transport - Interzone Mile	ULNJS	\$ 2.7821	NA	NA	NA	NA
266									
267	Dedicated Transport Cross Connect		DS1 to Collocation	UCXHX	\$ 7.51	\$ 57.08	\$ 40.49		
268			DS3 to Collocation	UCXJX	\$ 25.70	\$ 70.78	\$ 54.19		
269									

TX Price List

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1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
270	UNE Cross Connects UNE Interoffice Transport to Non-251 (c)(3) Loop Wholesale Service or Network Elements		2W Analog interoffice transport to non-251 (c)(3) 2W loop wholesale service or network element		\$ 0.27	\$ 20.65	\$ 16.50		
271			4W Analog interoffice transport to non-251 (c)(3) 4W loop wholesale service or network element		\$ 0.54	\$ 20.65	\$ 16.50		
272			2W Digital Loop interoffice transport to non-251 (c)(3) 2W digital loop wholesale service or network element		\$ 2.64	\$ 20.65	\$ 16.50		
273			4W Digital Loop interoffice transport to non-251 (c)(3) 4W digital loop wholesale service or network element		\$ 8.29	\$ 28.95	\$ 26.47		
274			DS3 Loop interoffice transport to non-251 (c)(3) DS3 loop wholesale service or network element		\$ 225.59	\$0.00	\$0.00		
275			VG 2W interoffice transport to non-251 (c)(3) interoffice VG 2W wholesale service or network element		\$ 2.88	\$ 47.38	\$ 35.31		
276			VG 4W interoffice transport to non-251 (c)(3) interoffice VG 4W wholesale service or network element		\$ 4.05	\$ 53.06	\$ 38.50		
277			DS1 interoffice transport to non 251-(c)(3) DS1 interoffice transport wholesale service or network element		\$ 7.51	\$ 57.08	\$ 40.49		
278			DS3 interoffice transport to non 251-(c)(3) DS3 interoffice transport wholesale service or network element		\$ 25.70	\$ 70.78	\$ 54.19		
279									
280	Multiplexing		DS1 to VG	UM4BX	\$ 249.02	\$ 29.00	\$ 24.15	\$ 2.46	\$ 1.68
281			DS3 to DS1	UM4AX	\$ 322.06	\$ 41.71	\$ 20.01	\$ 9.03	\$ 2.90
282									
283	Dark Fiber		Dark Fiber -Interoffice per strand	ULYCX	\$ 39.12	\$ 991.37	\$ 991.37		
284			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016297	None	None		
285			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.014145	None	None		
286			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012300	None	None		
287			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.60	\$ 48.59	\$ 48.59		
288			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 335.92	\$ 335.92		
289									
290	UNE Service Order Charge		New Simple	NR9W2	None	\$ 2.58	None		
291			New Complex	NRBGX	None	\$ 91.93	None		
292			Change Simple	NR9GG	None	\$ 2.56	None		
293			Change Complex	NR9G8	None	\$ 62.56	None		
294			Record Simple	NR9GU	None	\$ 0.80	None		
295			Record Complex	NR9G7	None	\$ 62.17	None		
296			Disconnect Simple	NR9GZ	None	\$ 1.22	None		
297			Disconnect Complex	NR9G9	None	\$ 52.83	None		
298			Suspend/Restore Simple	NRBJ5	None	\$ 2.56	None		
299			Suspend/Restore Complex	NRBJ6	None	\$ 62.56	None		
300			Expedited Simple	NRMV7	None	\$ 2.58	None		
301			Expedited Complex	NRMVX	None	\$ 91.93	None		
302			Customer Not Ready Simple	NRMV9	None	\$ 2.58	None		
303			Customer Not Ready Complex	NRMVY	None	\$ 91.93	None		
304			Due Date Change or Cancellation Simple	NRMV8	None	\$ 2.58	None		
305			PIC Change Charge	NRMVZ	None	\$ 2.58	0.05		
306			Due Date Change or Cancellation Complex	NRBL9	None				
307									
308	OTHER								
309									
310	Directory Assistance		Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.2961106	None	None		
311			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.0256392	None	None		
312			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None		
313									
314			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None		

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1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
315									
316			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None		
317									
318			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.10	None	None		
319									
320			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG		\$ 1,800.00			
321			Directory Assistance - Branding Per call	ZZUCB	\$ 0.02729	None	None		
322									
323			Directory Assistance - Rate Reference per load/change/TOPS switch		None	\$ 1,500.00	\$ 1,500.00		
324									
325			Directory Assistance Listings (DAL)-Initial Load, per listing		\$ 0.0011	None	None		
326			Directory Assistance Listings (DAL)-Update, Electronic		\$ 0.0014	None	None		
327			Directory Assistance Listings (DAL)-Update, Magnetic Tape		\$ 0.0019	None	None		
328			DAL set-up charge		None	\$ 11,500.00	None		
329									
330	Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.06718				
331			Operator Services - Operator Assisted Call Processing and Semi-Auto (Per work second)	ZZUO2	\$ 0.01335				
332									
333			Operator Services - Branding Initial/Subsequent Load	NRBDG		\$ 1,800.00			
334			Operator Services - Branding Per call	ZZUCB	\$ 0.02729				
335									
336			Operator Services - Rate Reference per load/change/TOPS switch	ZZUCB	\$ 0.02729	None	None		
337									
338			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 602.86	None		
339			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 602.86	None		
340									
341	Miscellaneous		NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 7,500.00	None		
342			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000323	None	None		
343			Local Discount Report (LDR) per WTN	CRIS	\$ 0.003	None	None		
344									
345	E911		Feature per 1000 lines - ANI to SWBT PSAP		\$ 11.24	None	None		
346			Feature per 1000 lines - ANI to Non-SWBT PSAP		\$ 6.89	None	None		
347			Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP		\$ 88.90	None	None		
348			Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP		\$ 84.33	None	None		
349			Feature per 1000 lines - ANI and ALI to SWBT PSAP		\$ 89.48	None	None		
350			Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP		\$ 79.00	None	None		
351			Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP		\$ 107.82	None	None		
352			Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP		\$ 97.34	None	None		
353			Trunk Charge per channel		\$ 39.00	None	None		
354									
	Maintenance of Service Charges & Non-Productive Dispatch								
355			Basic Time - per quarter hour	MVV	None	\$ 21.44	\$ 21.44		
356			Overtime - per quarter hour	MVV	None	\$ 28.01	\$ 28.01		
357			Premium Time - per quarter hour	MVV	None	\$ 34.59	\$ 34.59		
358									
359	Time and Materials Charges		Basic Time - per half hour per quarter hour	ALK, ALT, ALH	None	\$ 21.44	\$ 21.44		
360			Overtime - per half hour per quarter hour	ALK, ALT, ALH	None	\$ 28.01	\$ 28.01		
361			Premium Time - per half hour per quarter hour	ALK, ALT, ALH	None	\$ 34.59	\$ 34.59		
362									
363	For purposes of Attachment 25: xDSL, Appendix Line Sharing, Attachment RABT-MMP, Attachment RABT-YZP and Attachment YZP, MCI shall pay Maintenance of Service charges on a time and material basis, in 30 minute increments, for the SBC Texas technician time involved, pursuant to the FCC tariff rates set forth in FCC Tariff No. 73, Section 13.4.4. If requested by MCI, Overtime or Premium time charges will apply for requests in off hours at the tariff charges referenced below.								
364	*Tariff: FCC No. 73; Section 13.4.4								
365									

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1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
366						First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof		
367			*Basic Time			\$ 82.00	\$ 50.35		
368			*Overtime			\$ 96.00	\$ 64.25		
369			*Premium Time			\$ 109.90	\$ 78.15		
370	*The FCC tariffed rates listed above are the rates set forth in the FCC No. 73 tariff at the time this price schedule was conformed by the Parties to the TPUC's Arbitration Award and associated Orders in TPUC Docket No. 28821, and such rates are subject to tariff changes, as such tariff may be modified from time to time.								
371									
372	Coordinated Cutover Charge/Coordinated Hot Cuts		Basic Time - per quarter hour	ALK, ALT,ALH	None	\$ 21.44	\$ 21.44		
373			Overtime - per quarter hour	ALK, ALT,ALH	None	\$ 28.01	\$ 28.01		
374			Premium Time - per quarter hour	ALK, ALT,ALH	None	\$ 34.59	\$ 34.59		
375									
376					Annual Rates				
377	Poles and Duct		Poles (\$/attachment/yr.)*		\$ 2.85	None	None		
378			Conduit Space, per duct foot per year		\$ 0.63	None	None		
379			Per Foot Conduit Occupancy Fees						
380	Structure		Full Duct (\$/ft/yr.)		\$ 0.90				
381			Half Duct (\$/ft/yr)		\$ 0.45				
382			Inner Duct, per duct foot per year		\$ 0.315	None	None		
383			Fee for Admin. Approval of requests for pole attachment and conduit space		None	None	None		
384			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
385			Contract Administration Fee			\$ 125.00			
386									
387			Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.						
388									
389	Conversion Order Charges for Resold Services		Electronic Simple			\$ 2.56			
390			Electronic Complex			\$ 62.56			
391			Simple Manual		NA	\$ 5.00			
392			Complex Manual		NA	\$ 62.56			
393			PIC Change Charge		NA	\$ 2.58			
394									
395	INTERCARRIER COMPENSATION								
396			End Office Switching						
397			Set up charge, per message		\$ 0.00108870				
398			Duration charge, per MOU		\$ 0.00104230				
399									
400			Tandem Switching per MOU		\$ 0.00079400				
401									
402			Tandem Transport						
403			Common Transport Termination per MOU		\$ 0.00013500				
404			Common Transport Facility per MOU per mile		\$ 0.00000210				
405									
406			Presumed ISP-Bound Traffic, per MOU as per FCC 01-131		\$ 0.00070000				
407									
408			Optional EAS Transport and Termination per MOU		\$ 0.00248700				
409									

TX Price List

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
410			EAS Additive paid by CLEC to SBC per MOU						
411			For toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange		\$ 0.02400000				
412			For toll free calls made by a SBC TEXAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2 way calling area		\$ 0.03550000				
413									
414	Transit Traffic Compensation		Transit Rate		\$ 0.00096000				
415			Tandem Switching		\$ 0.00079400				
416			Common Transport Termination Facility per mile		\$ 0.00000200				
417			Common Transport Termination per MOU		\$ 0.00013500				
418			Optional EAS Transit Service		\$ 0.00103000				
419									
420	RESALE		The wholesale discount for resale services shall be the appropriate commission-ordered discount. The list of resale services set forth herein may include resale-related charges to which the wholesale discount is not applicable and is not an all-inclusive list of the services available for resale.						
421									
422			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA			
423									
424			Local disconnect Report (LDR) Per WTN		\$ 0.003	NA			
425									
426	Electronic Resale Service Order Charge (non-flowthru)		New Complex *	NRBGX	NA	\$ 140.14	NA		
427			Change Complex *	NR9G8	NA	\$ 162.31	NA		
428			Record Complex *	NR9G7	NA	\$ 162.31	NA		
429			Disconnect Complex *	NR9G9	NA	\$ 152.42	NA		
430			Customer Not Ready Complex	NRMVY	NA	\$ 41.34	NA		
431			Expedited Complex	NRMVX	NA	\$ 42.32	NA		
432			Due Date Change or Cancellation Complex	NRMVZ	NA	\$ 42.32	NA		
433			* Application of Resale Service Order Charge on New, Change, Record and Suspend/ Restore will be per direction of General Exchange tariff						
434									
435	Resale Directory Assistance		Directory Assistance (DA) - per call	ZZUO3/ZZUO4		None	None		
436			Directory Assistance Call Completion (DACC) - per call	ZZUO7		None	None		
437			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None		
438									
439			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None		
440									
441			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None		
442									
443			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.10	None	None		
444									
445			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG		\$ 1,800.00			
446			Directory Assistance - Branding Per call	ZZUCB	\$ 0.02729	None	None		
447									
448			Directory Assistance - Rate Reference per load/change/TOPS switch		None	\$ 1,500.00	\$ 1,500.00		
449									
450			Directory Assistance Listings (DAL)-Initial Load, per listing		\$ 0.0011		None		
451			Directory Assistance Listings (DAL)-Update, Electronic		\$ 0.0014		None		
452			Directory Assistance Listings (DAL)-Update, Magnetic Tape		\$ 0.0019		None		
453			DAL set-up charge		None		None		
454									

TX Price List

	A	B	C	D	E	F	G	H	I
1	Service		Rate Element	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional	SBC NRC Disconnect Initial	SBC NRC Disconnect Additional
455	Resale Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.06718				
456			Operator Services - Operator Assisted Call Processing and Semi-Auto (Per work second)	ZZUO2	\$ 0.01335				
457									
458			Operator Services - Branding Initial/Subsequent Load	NRBDG		\$ 1,800.00			
459			Operator Services - Branding Per call	ZZUCB	\$ 0.02729		None		
460									
461			Operator Services - Rate Reference per load/change/TOPS switch	ZZUCB	\$ 0.02729	None	None		
462									
463	White Page Directory Listings								
464			White Pages Info Pages						
465			Information Pages per year per book (Zone 1)		None	\$ 2.83	None		
466			Information Pages per year per book (Zone 2)		None	\$ 5.99	None		
467			Information Pages per year per book (Zone 3)		None	\$ 32.62	None		
468			Information Pages per year per book (Zone 4)		None	\$ 323.37	None		
469			Information Pages per year per book (Zone 5)		None	\$ 531.48	None		
470			Information Pages per year per book (Zone 6)		None	\$ 924.07	None		
471			White Pages Delivery						
472			Delivery per book (Zone 1)		None	\$ 1.18	None		
473			Delivery per book (Zone 2)		None	\$ 1.11	None		
474			Delivery per book (Zone 3)		None	\$ 1.14	None		
475			Delivery per book (Zone 4)		None	\$ 2.12	None		
476			Delivery per book (Zone 5)		None	\$ 3.42	None		
477			Delivery per book (Zone 6)		None	\$ 3.84	None		
478									
479			Foreign, Enhanced, Additional Listings, Non-List and Non-Published Service		See General Exchange Tariff at 100% of Tariff Rate				
480									

HFPL Loop (New and Grandfathered End Users)	SBC's USOCs	SBC RECURRING RATE	SBC Nonrecurring Rate First	SBC Nonrecurring Rate Additional
HFPL Loop - Zone 1 (Rural)	ULPPX	\$0.00	N/A	N/A
HFPL Loop - Zone 2 (Suburban)	ULPPX	\$0.00	N/A	N/A
HFPL Loop - Zone 3 (Urban)	ULPPX	\$0.00	N/A	N/A

RECIPROCAL COMPENSATION

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1 INTRODUCTION

This Appendix sets forth terms and conditions for Intercarrier Compensation between SBC TEXAS and MCIIm.

- 1.1 The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated April 1, 2005 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (April 1, 2005 through June 30, 2007 unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation (including but not limited to Section 15 - SEGREGATING AND TRACKING FX TRAFFIC) will be governed by the provisions of the Reciprocal Compensation Amendment.
- 1.2 Upon expiration of the Reciprocal Compensation Amendment dated April 1, 2005, the Parties agree that the terms of the Appendix Reciprocal Compensation shall apply to determine the terms of the compensation to be paid between the Parties on a prospective basis.

2 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 The Telecommunications traffic exchanged between MCIIm and SBC TEXAS will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.
- 2.2 Intentionally Omitted.
- 2.3 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. Calls originated by MCIIm's end users and terminated to SBC TEXAS' end users (or vice versa) will be classified as Section 251(b)(5) Traffic under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC TEXAS exchange area; or (ii) originates and terminates to such end-users within different SBC TEXAS Exchanges, that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC TEXAS' end users and terminated to an ISP served by MCIIm (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") and is defined as traffic that: (i) originates from an end user of one

party and terminates to an ISP of another party that is physically located in the same SBC TEXAS exchange area; or (ii) originates from an end user of one party and terminates to and ISP of another party physically located within different SBC TEXAS exchanges that share a common mandatory local calling area (or within a SBC TEXAS exchange and an independent ILEC exchange that share a mandatory local calling area), e.g., mandatory extended area service (EAS), mandatory extended local calling service (ELCS), or other types of mandatory expanded local calling scopes.

- 2.4 When Section 251(b)(5) traffic is either originated by or terminated to an end user customer served via an unbundled Network Element (UNE) switch port, the requirements to record usage and to compensate the terminating Party shall remain the same as for switch-based service.
- 2.5 The Parties agree that test traffic is not subject to compensation pursuant to this Appendix Reciprocal Compensation.
- 2.6 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Access traffic, and (iii) subject to the Intervening Law provisions of this Agreement, any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic, which are addressed in this Appendix in compliance with FCC Order 01-131 (April 2001). All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.7 Pursuant to the Texas Commission Arbitration Award in Docket 24015, the transport and termination compensation for IntraLATA Voice FX Traffic and IntraLATA ISP FX Traffic will be "Bill and Keep."
- 2.8 FX service, including FX-type service is a retail service offering purchased by customers which allows such customers to obtain exchange service from a mandatory local calling area (a.k.a an exchange service area or local calling area) other than the mandatory local calling area where the customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX service does not enable the end-user customers in the foreign exchange to avoid toll calls to other exchanges, including other customers located within the exchange where the FX customer is physically located.
- 2.9 "FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located.
- 2.10 The Terminating Carrier shall be responsible for separately identifying IntraLATA Voice FX Traffic or IntraLATA ISP FX Traffic from other types of Inter-carrier traffic for compensation purposes, as outlined in Section 15, below.
- 2.11 Intentionally Omitted.
- 2.12 The Parties recognize and agree that ISP traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structures for Section 251(b)(5) Traffic and ISP Bound Traffic not apply to calls that fit the definitions of the following categories of traffic:
 - o Optional EAS Traffic
 - o FX Traffic
 - o IntraLATA Interexchange Traffic

- o 800, 888, 877, ("8YY") Traffic
- o Feature Group D Traffic
- o Transit Traffic

2.12.1 Intentionally Omitted.

2.12.2 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

2.13 Intentionally Omitted.

2.14 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.15 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3 RESPONSIBILITIES OF THE PARTIES

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective parties involved.

3.2 For all traffic including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user customer that originated and/or dialed the call, when including such information is technically feasible. Each party shall use commercially reasonable efforts to prohibit the use of its local exchange services (including, but not limited to, PRI, ISDN and/or Smart Trunks) that such party sells to others to be used for the purpose of delivering Interexchange Traffic.

3.3 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

3.4 For traffic which is delivered by SBC TEXAS or CLEC to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic.

3.5 Intentionally Omitted.

3.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

- 3.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

4 COMPENSATION

- 4.1 Intentionally Omitted.
- 4.2 Exchange Only ISP-bound Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate
- 4.2.1 The ISP-Bound Traffic rates, terms, conditions in this Sections 4.2 apply only to the termination of ISP-bound Traffic as defined in herein, with the remainder of Section 251(b)(5) Traffic to be compensated at the rates in the Appendix Price Schedule. Only ISP-Bound Traffic is subject to the growth caps and new market restrictions stated below.
- 4.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at the rate set forth in Appendix Pricing.
- 4.2.3 Payment of Inter-carrier Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 4.2.4 Compensation for In-Balance Section 251(b)(5) Traffic
- 4.2.4.1 The compensation set forth below in Sections 4.2.5 and 4.4 will apply to Section 251(b)(5) Traffic as defined in Section 2.2 of this Appendix.
- 4.2.5 Applicability of Rates:
- 4.2.5.1 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.
- 4.2.5.2 Tandem Serving Rate Elements:
- 4.2.5.2.1 Tandem Switching - compensation for the use of tandem switching only.
- 4.2.5.2.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 4.2.5.2.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a

tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.2.5.3 End Office Serving Rate Elements:

- 4.2.5.3.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.3 Intentionally Omitted.

4.4 Reciprocal Compensation for Section 251(b)(5) Traffic Terminated by a Party Utilizing a Hierarchical or Two-Tier Switch Network.

- 4.4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a hierarchical or two-tier switch network (i.e., separate switches performing tandem and end office functions), the compensation rate for Section 251(b)(5) Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 4.2.5 above.

- 4.4.2 Where the terminating party utilizes a hierarchical or two-tier switch network, the End Office Switching rate, as described in Section 3.3.4. above, applies to direct-routed Section 251(b)(5) Traffic terminating at the carrier's End Office Switch. This includes direct-routed Section 251(b)(5) Traffic that terminates to offices that have combined tandem and end office functions.

4.5 Reciprocal Compensation for Section 251(b)(5) Traffic Terminated by a Party that does not Utilize a Hierarchical or Two-Tier Switch Network.

- 4.5.1 For Section 251(b)(5) Traffic terminated by a LEC that does not have a two-tier or hierarchical switch, but instead employs multiple-function switches, a tandem blended rate applies. This rate is calculated as follows:

- 4.5.2 End Office Switching + .42 [Tandem Switching + (Common Transport Termination + (14 * Common Transport Facility))]

- 4.5.3 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 3.3.

- 4.5.4 The percentage is the approximate percentage of traffic terminated on SWBT's network using tandems (42%), which serves as the proxy for SWBT traffic terminated on the CLECs' networks that involves the performance of tandem or tandem-like functions. This tandem blended rate applies until a 3:1 ratio (terminating to originating traffic) threshold is reached. After the 3:1 ratio is reached, only the end office rate applies, unless the terminating carrier demonstrates actual tandem or tandem-like functionality.

- 4.5.5 The terminating carrier may demonstrate actual tandem or tandem-like functionality in the delivery of this "excess" traffic, in either an arbitration proceeding or other appropriate proceeding designated by the Commission, such

as a post-interconnection agreement dispute proceeding, using various network design factors that demonstrate the existence of a network serving an area comparable to the ILEC's geographic area with tandem or tandem-like functions, a network designed to both send and receive customer traffic for the purpose of serving a dispersed customer base. Merely evidencing a capability to serve a comparable geographic area will not rebut the presumption. The network design factors upon which a carrier may make its case include, but are not limited to:

- 4.5.5.1 The number and capacity of central office switches;
 - 4.5.5.2 the number of points of interconnection offered to other local exchange carriers;
 - 4.5.5.3 the number of collocation cages;
 - 4.5.5.4 the presence of SONET rings and other types of transport facilities;
 - 4.5.5.5 the presence of local distribution facilities such as coaxial cable and/or unbundled loops; or;
 - 4.5.5.6 any other indicia reliably demonstrating that the carrier is transporting a significant volume of traffic to a geographically dispersed area.
- 4.6 Upon a demonstration of actual tandem or tandem-like functionality, the terminating carrier will receive, on a going-forward basis, compensation in the range of 0% to 100% of the tandem rate, depending on the extent to which actual tandem or tandem-like functionality is proven to occur. This rate shall prospectively apply to all of traffic terminated on the terminating carrier's network.
- 4.7 Intentionally Omitted.
- 4.8 ISP-bound Traffic Rebuttable Presumption
- 4.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, MCI and SBC TEXAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between MCI and SBC TEXAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 4.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, MCI and SBC TEXAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth above for traffic above the ratio).
- 4.9 Calculation of the 3:1 Ratio
- 4.9.1 For purposes of this Section, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below. The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount

of such traffic to be compensated at the Section 251(b)(5) reciprocal compensation rates set forth in Appendix Pricing (ii) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth above, and (iii) the amount of such traffic subject to Bill and Keep. For ISP-Bound traffic, the Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement.

5 COMPENSATION FOR INTRALATA TOLL CALLS

- 5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs.

6 INTENTIONALLY OMITTED

7 TRANSIT TRAFFIC COMPENSATION

- 7.1 SBC TEXAS will provide MCIIm with SBC TEXAS' Transit Service to deliver Local, Optional EAS and intraLATA toll traffic to all Third Party Carriers with whom SBC TEXAS is interconnected. SBC TEXAS' Transit Service is a service provided to carriers, that are interconnected with SBC TEXAS, for the transmission of Section 251(b)(5) Traffic, ISP-Bound Traffic, (collectively "Local Transit Traffic"), Optional EAS traffic and/or IntraLATA Interexchange Traffic ("IntraLATA Toll Transit Traffic") as defined in Sections 7.2, 7.2.1, 7.2.2 and 7.2.3 below. At no time shall either Party provide transit service to an Interexchange Carrier (IXC) or any other Third Party Carrier for the purposes of avoiding paying appropriate access charges.

- 7.2 For the purposes of this Agreement, Transit Traffic is defined as traffic between MCIIm's end users and a Third Party Carrier's end user (e.g. Competitive Local Exchange Carriers, Incumbent Local Exchange Carriers, or Commercial Mobile Radio Service providers) that is routed utilizing an SBC TEXAS tandem switch where an SBC TEXAS end user is neither the originating nor the terminating party.

- 7.2.1 Local Transit Traffic is defined as Transit Traffic between MCIIm's local end users and the local end users of a Third Party Carrier originated and terminated within the same mandatory local calling area.

7.2.1.1 The SBC TEXAS Transit Service for local traffic shall be billed as follows:

Transit Compensation

Transit Rate \$ 0.000960

Tandem Switching \$ 0.000794

Common Transport Termination Facility/mile \$ 0.000002
(multiply this by 14 to develop average transit rate)
(* 14 =.000028)

Common Transport Termination MOU Statewide \$0.000135

- 7.2.2 Optional EAS Transit Traffic is defined as Transit Traffic between MCIIm's local end users and the local end users of a Third Party Carrier originated and terminated within an optional calling area. The transit rate applies when traffic transits SBC's network but SBC does not perform terminating switching.

- 7.2.2.1 The SBC TEXAS Optional EAS Transit Service shall be billed at \$.001030 per MOU.
- 7.2.3 IntraLATA Toll Transit Traffic is defined as Transit Traffic between MCI's end users and the end users of a Third Party Carrier originated in one mandatory local calling area and terminated in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Switched Access rates found in the SBC TEXAS Intrastate Switched Access Tariff shall apply for intraLATA Toll Transit Traffic.
- 7.2.4 MCI shall establish direct interconnection to third parties as detailed in Section 2.5 of Attachment ITR.
- 7.3 When MCI utilizes SBC TEXAS' Transit Service, MCI shall indemnify SBC TEXAS against any and all charges levied by a Third Party Carrier upon SBC TEXAS, including any termination charges related to such traffic as well as any attorneys fees and expenses. SBC TEXAS shall not be required to function as a billing intermediary, (e.g. clearinghouse) when SBC TEXAS' Transit Service is provided.
- 7.4 When a Third Party Carrier originates Local, Optional EAS or intraLATA toll traffic to be transited by SBC TEXAS to MCI SBC TEXAS agrees to pass the originating CPN information to the terminating Party when the Third Party Carrier provides such information and/or the Originating Carrier Information (OCN) identifying the carrier SBC TEXAS immediately receives traffic from when such information is available.
- 7.5 MCI shall not bill SBC TEXAS for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN is or is not available) even though SBC TEXAS is acting as the transit service provider
- 7.6 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.
- 7.7 Consistent with the requirements of Attachment 28 Comprehensive Billing of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). MCI shall not bill SBC TEXAS for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN information is or is not available) even though SBC TEXAS is acting as the transit service provider.
- 7.8 The Parties agree to seek terminating compensation directly from the Third Party Carrier that is originating traffic, not from the Party providing the transit service.
- 7.9 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. However, nothing in this section precludes the other party from exercising its right to establish direct interconnections with the third party. The other party shall accept the transit traffic if direct

interconnection with the third party is unavailable. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless MCIIm requests otherwise, the rating for transit calls when MCIIm provides the transit service shall be the same between the Parties as the rating for calls transited by SBC TEXAS to or from any similarly situated third party carrier.

- 7.10 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to MCIIm (and MCIIm is not providing service to the terminating user via UNE-P) and MCIIm is using terminating recordings to bill reciprocal compensation, SBC TEXAS will provide detailed calls records to identify UNE originating traffic including OCN of the originating carrier to the originating UNE carrier and MCIIm, and MCIIm will bill the originating UNE carrier for MOUs terminated on MCIIm's network. MCIIm may obtain billing records identifying the originating carrier from SBC upon execution of a Non-Disclosure Agreement.

8 COMPENSATION FOR TERMINATION OF OPTIONAL EXTENDED AREA SERVICE TRAFFIC

- 8.1 Optional Extended Area Service (Optional EAS) - For extended area traffic including Optional Area Traffic, except mandatory extended traffic addressed in Section 1.2 of this Attachment compensation for termination of intercompany traffic will be the rates listed below. CLEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service offerings.
- 8.2 The following rates will apply as permanent rates for the transport and termination of optional calling area traffic. This Optional EAS compensation rate applies to all terminating traffic for calls to and from end users physically located in specific areas designated as Commission approved Optional EAS route(s) in accordance with SBC Texas' tariffs. A list of such areas will be provided by SBC to MCI upon request. The transport and termination rate applies when SBC TEXAS transports traffic and terminates it at its own switch.
- 8.2.1 Optional EAS Transport & Termination Rate \$.002487 per MOU
- 8.3 When MCIIm uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC TEXAS end office, MCIIm will pay the charge contained on Appendix Pricing UNE - Schedule of Prices labeled "EAS Additive per MOU". The additives to be paid by MCIIm to SBC TEXAS are \$0.024 per MOU for toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SBC TEXAS customer to MCIIm's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. SBC TEXAS agrees to extend to MCIIm where MCIIm is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic area as defined by rate centers) the same terms and conditions that SBC TEXAS has with such ILEC or CLEC for similar two-way arrangements in each area where SBC TEXAS offers optional two-way EAS to allow MCIIm to serve its customers in each such area in a manner comparable to SBC TEXAS, provided MCIIm adopts the agreement containing the Optional EAS compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. These additives are reciprocal in nature, and MCIIm is entitled to receive compensation from SBC TEXAS if MCIIm agrees to waive charges for its customers who call SBC TEXAS optional two-way EAS customers. These

additives also apply if MCIIm chooses to adopt the transport and termination rates in effect between SBC TEXAS and other ILECs for optional EAS traffic.

9 COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

- 9.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 13.
- 9.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.
- 9.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.
- 9.4 Intentionally Omitted.

10 INTRALATA 800 TRAFFIC

- 10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, SBC TEXAS will not record the intraLATA 800 Traffic.
- 10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11 MEET POINT BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intentionally Omitted.
- 11.2 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

- 11.4 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnect charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.6 As detailed in the MECAB document, the Parties will, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of access usage records ("AUR") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with access usage records ("AUR") based upon mutually agreed upon intervals.
- 11.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will be the 800 Service Provider for this function.
- 11.8 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.9 Intentionally Omitted.
- 11.10 SBC TEXAS and MCIIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 11.11 Intentionally Omitted.
- 11.12 Intentionally Omitted.

12 INTENTIONALLY OMITTED

13 BILLING ARRANGEMENTS FOR MUTUAL COMPENSATION TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS, AND ISP-BOUND TRAFFIC

- 13.1 In TEXAS, the Billing Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and Transit Traffic. These recordings are the basis for each Party to generate bills to the other Party. ISP-Bound Traffic will be calculated using the 3:1 ratio as outlined in Section 4 above. The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each

individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

13.1.1 Intentionally Omitted.

13.2 Intentionally Omitted.

13.2.1 Intentionally Omitted.

13.3 Intentionally Omitted.

14 BILLING ARRANGEMENTS FOR LEC CARRIED INTRALATA TOLL

14.1 Since SBC TEXAS is not the primary toll carrier in SBC TEXAS, for SBC TEXAS carried IntraLATA toll traffic, the Parties will bill each other pursuant to their intrastate access tariff or interstate access tariff as appropriate using their terminating AMA records.

15 SEGREGATING AND TRACKING FX TRAFFIC

15.1 For SBC TEXAS, the terminating carrier is responsible for separately identifying IntraLATA FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. SBC TEXAS will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use or percent FX ("PFX") that is attributable to FX traffic. The PFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

15.2 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the IntraLATA voice FX MOU and IntraLATA ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic.
- (iv) Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU SBC TEXAS where such traffic is subject to a Bill and Keep arrangement.

15.3 The FX factor may be adjusted by the Parties on a quarterly basis.

15.3.1 Either Party may request an audit of such FX factor on no fewer than thirty (30) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX factor from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required.

Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

15.3.2 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

15.4 The Parties agree to retain written records of their full 10 digit FX Telephone Numbers for two (2) years from the date the FX Telephone Numbers were assigned.

16 IP-ENABLED TRAFFIC

16.1 The Parties have been unable to agree as to whether and under what circumstances IP-Enabled Traffic should be compensated as Exchange Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of various forms of IP-Enabled Traffic, the IP Enabled Service that is the subject of the FCC's Order in WC Docket 02-361, *Petition for Declaratory Ruling that AT&T's Phone to Phone IP Telephony Services are Exempt from Access Charges*, 119 FCC Rcd. 7457 (Rel. April 21, 2004) shall be subject to compensation as Exchange Access.

RECORDING

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC TEXAS will provide recording, message processing and message detail services for (1) IXC transported calls as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCI's end user customer use of resale or UNE.

2 DEFINITIONS

- 2.1 "Access Usage Record (AUR)" - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 "Assembly and Editing" - the aggregation of recorded end user customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills for charges incurred.
- 2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC TEXAS and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by SBC TEXAS of message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 Intentionally Omitted.
- 2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 "Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 Intentionally Omitted
- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service

Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC TEXAS's internal network or national CMD5.

- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an SBC TEXAS SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

3 RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

- 3.1 SBC TEXAS will record all IXC transported messages for MCIm carried over all Feature Group Switched Access Services that are available to SBC TEXAS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC TEXAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC TEXAS.
- 3.2 Standard Category 11 EMI record formats (210 bytes) for the provision of access usage record detail will be established by SBC TEXAS and provided to MCIm. SBC TEXAS shall include the "From Number" of the call originator on each EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMI standards. SBC TEXAS will provide access usage record data within a timely manner and within the MECAB guidelines, but no later than ten (10) business days.
- 3.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.
- 3.4 SBC TEXAS will provide message detail to MCIm in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.
- 3.5 In Exhibit II, MCIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC TEXAS reserves the right to limit the frequency of transmission to existing SBC TEXAS processing and work schedules, holidays, etc. For SBC TEXAS, data transmissions are performed on a daily basis, Monday – Friday.
- 3.6 SBC TEXAS will determine the number data files required to provide the access usage record detail to MCIm.
- 3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIm may request that data, which has previously been successfully

provided to MCIIm by SBC TEXAS, be re-provided by SBC TEXAS, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of SBC TEXAS will only be made available to MCIIm on an individual case basis at a cost determined by SBC TEXAS.

- 3.8 Intentionally Omitted.
- 3.9 SBC TEXAS will record the applicable detail necessary to generate access usage records and forward them to MCIIm for its use in billing access to the IXC.
- 3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMI standards.
- 3.11 When SBC TEXAS is notified that, due to error or omission, incomplete data has been provided to MCIIm, SBC TEXAS will make reasonable efforts to locate and/or recover the data and provide it to MCIIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIIm. If written notification is not received within sixty (60) calendar days, SBC TEXAS shall have no further obligation to recover the data and shall have no further liability to the MCIIm.
- 3.12 If, despite timely notification by MCIIm, message detail is lost and unrecoverable as a direct result of SBC TEXAS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC TEXAS will estimate the volume of lost messages and associated revenue, with assistance from MCIIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 3.13 Intentionally Omitted.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.
- 3.16 Intentionally Omitted.
- 3.17 SBC TEXAS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by MCIIm in accordance with this agreement on a reciprocal, no-charge basis. MCIIm agrees to provide any and all Summary Usage Records (SURs) required by SBC TEXAS on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

4 RESPONSIBILITIES OF THE PARTIES FOR LOCAL CALLS ORIGINATED BY MCIm CUSTOMERS THROUGH RESALE OR UNE

- 4.1 SBC TEXAS will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). SBC TEXAS will provide MCIm with all originating and terminating call records for all UNE-P on end user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by SBC TEXAS in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of SBC TEXAS within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by SBC TEXAS in connection with Resale Services and Network Elements provided by SBC TEXAS. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with SBC TEXAS will be included in implementation requirements documentation.
- 4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to SBC TEXAS, no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 4.3 Call detail for LEC-carried calls that are alternately billed to MCIm end user customers lines provided by SBC TEXAS through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.
- 4.4 SBC TEXAS shall bill MCIm for Usage Extract furnished by SBC TEXAS in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as "Electronic Bill Information" in Appendix Pricing. Pricing for UNE DUF Exchange is listed as "Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.
- 4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to SBC TEXAS for billing, which would otherwise be processed by SBC TEXAS for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when SBC TEXAS records the message.
- 4.6 Intentionally Omitted.
- 4.7 Intentionally Omitted.
- 4.8 When SBC TEXAS is notified that, due to error or omission, incomplete data has been provided to MCIm, SBC TEXAS will make reasonable efforts to locate and/or recover the data and provide it to MCIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIm. If written notification is not received within sixty (60) calendar days,

SBC TEXAS shall have no further obligation to recover the data and shall have no further liability to MCIm.

- 4.8.1 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of SBC TEXAS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC TEXAS will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 4.9 Intentionally Omitted.
- 4.10 Intentionally Omitted.
- 4.11 Intentionally Omitted.
- 4.12 Intentionally Omitted.
- 4.13 SBC TEXAS shall provide call records to support usage sensitive vertical features if these features are part of SBC TEXAS's resale or unbundled switching offerings in accordance to OBF guidelines.
- 4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.
- 4.15 A pack shall conform to industry guidelines EMI standards.

The attached Exhibits show the service options that are offered under this Agreement for IXC transported calls.

EXHIBIT I SERVICES

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

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

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

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

- Option #9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for MCI. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCI.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 12:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 13:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 14:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.
- Option 15:** Recording Company provides tandem function for MCI. MCI requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCI.

MESSAGE PROVISIONING

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

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily.)
- ☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

RESALE

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1 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that SBC TEXAS shall make available to MCIIm for resale pursuant to this Agreement. All services or offerings of SBC TEXAS, which are to be offered for resale pursuant to the Act, are subject to the terms herein. SBC TEXAS shall make Telecommunications Services that SBC TEXAS provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations.
- 1.1.1 The Parties acknowledge that MCIIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIIm's telecommunications services.
- 1.2 At the request of MCIIm, and pursuant to the requirements of the Act, SBC TEXAS will make available to MCIIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that SBC TEXAS currently provides or may offer hereafter. SBC TEXAS shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by SBC TEXAS for resale, and the service functions and support functions provided by SBC TEXAS to MCIIm pursuant to this Agreement are collectively referred to as "Local Service."
- 1.3 MCIIm may not resell, to other Telecommunications carriers, services purchased under this Appendix.

2 GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end-user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.
- 2.2 Prior to submitting an order under this Appendix, MCIIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. SBC TEXAS shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.
- 2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent. Further, when an end user customer abandons its premises, SBC TEXAS is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities. SBC TEXAS shall notify MCIIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.

- 2.5 The Parties will comply with Commission Substantive Rule applicable to Telecommunication providers, § 26.131. SBC TEXAS shall provide line loss notification to MCIm as required by the Uniform Plan of Record.
- 2.6 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCIm or its authorized agent.
- 2.7 SBC TEXAS shall not be responsible for the manner in which MCIm bills its customers. All applicable rates and charges for services provided to MCIm under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect. MCIm shall not be responsible for payment of charges for any retail services furnished and billed by SBC TEXAS directly to end user customers.

3 PRICING

- 3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCIm shall pay SBC TEXAS for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCIm, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by SBC TEXAS to comparable CLECs.
- 3.3 Intentionally Omitted.

4 RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCIm may resell local services to provide Telecommunications Services. SBC TEXAS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that SBC TEXAS has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.
- 4.2 SBC TEXAS shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. SBC TEXAS retail promotions of ninety (90) days or less are not available to MCIm for resale.
- 4.3 MCIm shall only resell services to the same category of subscriber to whom SBC TEXAS offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 MCIm shall not use a resold service to avoid the rates, terms and conditions of SBC TEXAS's corresponding retail tariff.
- 4.5 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC TEXAS federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay SBC TEXAS for services for resale will apply to each local exchange line furnished to MCIIm under this Appendix for resale. SBC TEXAS will not charge MCIIm any federal, state or local taxes that MCIIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act.
- 4.7 To the extent allowable by law, MCIIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIIm for resale. MCIIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 SBC TEXAS shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by SBC TEXAS as the incumbent local exchange carrier.
- 4.10 SBC TEXAS's services are not available at wholesale rates to MCIIm for its own use or for the use of any of MCIIm's affiliates and/or subsidiaries or the use of MCIIm's parent or any affiliate and/or subsidiary of MCIIm's parent company, if any.
- 4.11 Intentionally Omitted
- 4.12 To the extent SBC TEXAS makes available to itself, its end user customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, SBC TEXAS shall make such volume and term discounts available to MCIIm at the same rates, terms and conditions.
- 4.13 If MCIIm is in violation of any provision of this Appendix Resale, SBC TEXAS will notify MCIIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIIm will have thirty (30) calendar days to correct the violation and notify SBC TEXAS in writing that the violation has been corrected. Should MCIIm dispute the stated violation, MCIIm must notify SBC TEXAS in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SBC TEXAS and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

5 ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS

- 5.1 Customer Specific Arrangement (CSA) Contract Wholesale Discount
 - 5.1.1 SBC TEXAS shall make available existing retail customer-specific arrangement (CSA) contracts for resale pursuant to the terms of the Arbitration Award in Docket No. 17759. MCIIm will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a

current retail or resold SBC TEXAS end user customer at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute ground for collection of a termination liability. The following wholesale discounts will apply:

5.1.1.1 Existing CSA, Non-tariffed Customer Specific Contract (e.g. ICB) 5.62%

5.1.1.2 Existing CSA, Tariffed Volume and Term Contract 8.04%

5.1.1.3 If another reseller of SBC TEXAS local service converts current MCI end user(s) that has an existing CSP Contract, it is MCI's responsibility to address assumption of the CSP Contract and termination liability with the other reseller, to the extent that such assumption is appropriate. MCI agrees that SBC TEXAS has no responsibilities in such a situation.

6 DIALING AND SERVICE PARITY, NUMBER RETENTION

- 6.1 Unless technically infeasible, for resold service SBC TEXAS shall ensure that all MCI end user customers experience the same dialing parity as comparable SBC TEXAS end user customers, such that, for all call types: (i) an MCI end user customer is not required to dial any greater number of digits than a comparable SBC TEXAS end user customer; (ii) the MCI end user customer may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCI end user customer is at least equal in quality to that experienced by a comparable SBC TEXAS end user customer. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.
- 6.2 For resold services, SBC TEXAS shall ensure that all MCI end user customers experience the same service levels as comparable SBC TEXAS end user customers, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local calling area.

7 CHANGES IN RETAIL SERVICE

- 7.1 SBC TEXAS will notify MCI at least forty five (45) days in advance of any changes in the terms and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.
- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

8 REQUIREMENTS FOR SPECIFIC SERVICES

- 8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCI may only offer it to customers that are eligible to receive CENTREX from SBC TEXAS. MCI shall only sell Plexar™, Centrex and Centrex-like services to a single end user customer or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding SBC TEXAS retail tariff(s). Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding contiguous property limitations, which was previously found reasonable by the Commission, will not apply.

- 8.2 MCIIm may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. The PLEXAR families of services provided for resale will meet the following requirements:
- 8.2.1 Intentionally Omitted
 - 8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIIm for resale.
 - 8.2.3 MCIIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
 - 8.2.4 MCIIm may be required to pay a charge, for the cost of suppressing the need for MCIIm customers to dial "9" when placing calls outside the PLEXAR families of services.
 - 8.2.5 SBC TEXAS will furnish PLEXAR Custom services to MCIIm for resale subject to this section of this Resale Appendix. SBC TEXAS's' provision of PLEXAR Custom will be as specified in this paragraph. SBC TEXAS will offer MCIIm the same price SBC TEXAS provides to its Customers less costs that will be avoided.
 - 8.2.6 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to MCIIm for resale. Unless stayed, modified or reversed on appeal or reconsideration, SBC TEXAS will not apply the continuous property tariff restriction for Plexar and STS services, which was previously found reasonable by the Commission. SBC TEXAS may not retain limitations on aggregation for purposes of the resale of volume discount offers. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
 - 8.2.7 Intentionally Omitted.
- 8.3 MCIIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIIm resells services that require certification on the part of the end user customer, MCIIm shall ensure that the end user customer has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the SBC TEXAS tariffs.
- 8.3.1 Intentionally Omitted.
 - 8.3.2 Telephone Assistance Programs
 - 8.3.2.1 Intentionally Omitted.
 - 8.3.2.2 MCIIm will adhere to all applicable SBC TEXAS tariffs, regulations and laws in the administration of Telephone Assistance Programs for its customers.
 - 8.3.2.3 If an existing SBC TEXAS customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the CSR

information that SBC TEXAS provides to MCIIm when MCIIm acquires that customer will include an indicator which identifies the customer's eligibility for a Telephone Assistance Program.

- 8.3.2.4 MCIIm is responsible for determining its customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible customers, as required by applicable federal and state regulation and law and SBC TEXAS' tariffs, including obtaining and retaining documentary evidence of eligibility.
- 8.4 Intercept and Transfer Services. SBC TEXAS shall provide intercept and transfer services to MCIIm for MCIIm end user customers on the same basis as such services are available to comparable SBC TEXAS end user customers.
- 8.5 E911/911 Services. SBC TEXAS shall provide to MCIIm, for MCIIm end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to SBC TEXAS's end user customers. SBC TEXAS shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCIIm customer service information in the ALI/DMS used to support 911 services. SBC TEXAS shall provide MCIIm end user customer information to the PSAP.
- 8.6 MCIIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges.
- 8.7 Intentionally Omitted
- 8.8 Customer Specific Pricing Agreements. MCIIm may purchase SBC TEXAS customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from SBC TEXAS. Where MCIIm and SBC TEXAS are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by SBC TEXAS without unreasonable delay. SBC TEXAS shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIIm's request or other competitively sensitive information.
- 8.9 Inside Wire Maintenance Service. MCIIm may enter into a separate agreement with SBC TEXAS to purchase SBC TEXAS inside wire maintenance service for use with MCIIm customers.
- 8.10 Suspension of Service
 - 8.10.1 MCIIm may offer to resell end user customer Initiated Suspension and Restoral Service to its end user customers.
 - 8.10.2 MCIIm may also provide SBC TEXAS Initiated Suspension service for its own purposes. Service specifics may be obtained in state specific CLEC Handbooks.
 - 8.10.2.1 MCIIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 8.10.2.2 Should MCIIm suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated

suspension pursuant to the state specific retail tariff, MCIIm shall be charged and shall be responsible all appropriate monthly services charges for the end users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.

8.10.3 Should MCIIm restore its end user, restoral charges will apply and MCIIm will be billed for the appropriate service from the time of suspension.

8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIIm's option, MCIIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

8.12 MCIIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

9 SUPPORT FUNCTIONS FOR RESOLD SERVICES

9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

9.2 SBC TEXAS shall make customized routing of OS/DA traffic available to MCIIm upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.

9.3 Intentionally Omitted.

9.4 Branding

9.4.1 Except where otherwise required by law, MCIIm shall not, without SBC TEXAS's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC TEXAS or its Affiliates, nor shall MCIIm state or imply that there is any joint business association or similar arrangement with SBC TEXAS in the provision of Telecommunications Services to MCIIm's end user customers.

9.4.2 Where available, SBC TEXAS will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

9.4.2.1 MCIIm will provide SBC TEXAS recorded announcements and written specifications to be used to brand MCIIm's OS/DA calls.

9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.

9.4.2.3 Where SBC TEXAS provides MCIIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.

9.4.2.4 Charges for branding are set forth in Appendix Pricing.

- 9.4.2.5 Until MCI's resold OS/DA traffic is customized routed off of the SBC TEXAS OS/DA platform, SBC TEXAS will continue to provide OS/DA branding on SBC TEXAS's own platform using the service provided ID solution currently in effect.
- 9.5 Intentionally Omitted.
- 9.6 Directory Assistance (DA) Listings
- 9.6.1 SBC TEXAS will include the MCI end user customer listing in its Directory Assistance database as part of the service order process. SBC TEXAS will honor MCI end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCI requested in the SBC TEXAS database which is used to perform Directory Assistance functions. SBC TEXAS shall permit MCI end user customers the option of having a non-listed telephone number; this option will be provided at the same price SBC TEXAS charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. SBC TEXAS will provide Directory Assistance service to MCI that equals the Directory Assistance Service SBC TEXAS provides to itself and its own end user customers.
- 9.6.2 Intentionally Omitted.
- 9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.
- 9.8 OS/DA calls which, at MCI's option, are routed to SBC TEXAS, will meet or exceed the Performance Measurements which SBC TEXAS provides to itself and its own end user customers. SBC TEXAS will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.
- 9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification, Busy Line Interrupt is found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.
- 9.11 Access to the Line Information Database. MCI's service order shall update and maintain MCI end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for SBC TEXAS' end user customers.
- 9.12 Telephone Line Number Calling Cards. SBC TEXAS's assigned telephone line calling card account ceases to exist once MCI becomes the account owner in LIDB. MCI may choose to enable a MCI calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCI shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the MCI calling card. SBC TEXAS will provide billing usage data via the established mechanisms.

- 9.13 Intentionally Omitted
- 9.14 Call Blocking. Upon MCIm's request, SBC TEXAS will provide blocking on a line by line basis of an MCIm end user customer's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which SBC TEXAS provides blocking to comparable end user customers. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to end user customers. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCIm shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems.
- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

10 SERVICE FUNCTIONS

SBC TEXAS shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. SBC TEXAS shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 10.1 Work Order Processes. SBC TEXAS shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.
 - 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.
- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by SBC TEXAS in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement

- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC TEXAS may not initiate any disconnect, suspension or termination of an MCIIm customer's resale services unless directed to do so by MCIIm by transmission of a service order or SBC TEXAS's receipt of proper authorization to change such customer's primary local exchange carrier to a carrier other than MCIIm. SBC TEXAS will provide MCIIm with an electronic notice of customers who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Customer Accounts. SBC TEXAS shall allow MCIIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

11 WHITE PAGES DIRECTORIES

- 11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

12 CALL TRACE

- 12.1 MCIIm end user's activation of Call Trace shall be handled by the SBC TEXAS Call Trace Center (CTC). SBC TEXAS shall notify MCIIm of requests by its end user customers to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCIIm's end user customers (whether that end user is the victim or the suspect) will be coordinated through MCIIm.
- 12.2 MCIIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCIIm's responsibility to provide additional information necessary for any police investigation. MCIIm will indemnify SBC TEXAS against any claims that insufficient information led to inadequate prosecution.

13 MUTUAL RESPONSIBILITIES OF THE PARTIES

- 13.1 SBC TEXAS will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCIIm, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to SBC TEXAS's Local Service Center (LSC). SBC TEXAS's LSC will respond to MCIIm's calls with the same level of service which SBC TEXAS provides to its local exchange end users customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m to 5:30 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-

of-hours (other than Monday through Friday from 8 a.m. to 5:30 p.m.) ordering and provisioning coordination.

- 13.4 SBC TEXAS will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's end user customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the end user customers become identifiable, such end users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, SBC TEXAS's LSC will provide coordination support for all designed and/or complex Resale services provided to MCI. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 13.8 Simple and Complex Service Orders: If SBC TEXAS on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 SBC TEXAS will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC TEXAS provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCI may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. SBC TEXAS will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
- 13.12 Unless otherwise directed, when MCI orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 SBC TEXAS will provide standard provisioning intervals for all Resale services at parity with what it provides its retail end users, its affiliates and CLECs other than MCI.

14 PROVISIONING REQUIREMENTS

- 14.1 Where available, SBC TEXAS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by MCI, all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an SBC TEXAS employee visits the premises of an MCI end user customer, SBC TEXAS's employee must inform the end user customer that he or she is acting on behalf of MCI. Materials left at the end user customer premises (e.g., a door hanger notifying

the end user customer of the service visit) must also inform the end user customer that SBC TEXAS was acting on behalf of MCIIm.

- 14.3 SBC TEXAS's technicians will direct MCIIm's end user customers to contact MCIIm if MCIIm's end user customer requests a change in service at the time of installation.
- 14.4 SBC TEXAS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIIm's approval prior to commencing construction under an order for such service.

15 ORDER DUE DATE

- 15.1 When a MCIIm submits an LSR, MCIIm will specify a desired Due Date (DDD) and SBC TEXAS will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.
- 15.2 If expedited service is requested, MCIIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. SBC TEXAS will not complete the order prior to the DD or later than the DD unless authorized by MCIIm.
- 15.3 MCIIm will follow the escalation process documented on SBC TEXAS's web sites (SBC TEXAS' web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SBC TEXAS will notify MCIIm of any modifications to these contacts one (1) week in advance of such modifications.

16 MAINTENANCE REQUIREMENTS

- 16.1 SBC TEXAS will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.
- 16.2 SBC TEXAS will provide maintenance for all Resale services on a nondiscriminatory basis.

17 INTENTIONALLY OMITTED

18 INTERCOMPANY COMMUNICATIONS

- 18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by SBC TEXAS's Network Management Service Center ("NMSC"), and will utilize MCIIm's Network Management Center ("NMC") or other identified contacts listed in the Profile (for SBC TEXAS the document used is the "SBC13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCIIm's end user customer. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's End user Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCIIm's end user customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

19 EMERGENCY RESTORATION

- 19.1 SBC TEXAS's NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCIIm reports trouble to the LOC, the LOC will notify MCIIm of:
- 19.1.1 establishment of SBC TEXAS's LOC as the single point of contact to provide MCIIm with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and
 - 19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

20 INTENTIONALLY OMITTED**21 INTENTIONALLY OMITTED****22 ESCALATION PROCEDURES**

- 22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCIIm's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For SBC Texas, MCIIm acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

23 PREMISES VISIT PROCEDURES

- 23.1 SBC TEXAS' Maintenance of Service Charges, when applicable, will be billed by SBC TEXAS to the MCIIm, and not to MCIIm's end user customers.
- 23.1.1 Dispatch of SBC TEXAS's technicians to MCIIm's end user customer premises shall be accomplished pursuant to a request received from MCIIm. Additional dispatching of SBC TEXAS's technicians may occur when SBC TEXAS detects network trouble during routine maintenance.
 - 23.1.2 Intentionally Omitted
 - 23.1.3 If a trouble cannot be cleared without access to MCIIm's end user customer's premises and the end user customer is not at home, the technician will leave a non-branded "no access" card requesting that the end user customer call MCIIm for rescheduling of repair.

24 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

- 24.1 SBC TEXAS will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCIIm in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

25 INSIDE WIRE MAINTENANCE SERVICE

25.1 SBC TEXAS shall offer for resale inside wire maintenance service only pursuant to a separately executed Wholesale Inside Wire Plan Resale Agreement.

26 INTENTIONALLY OMITTED**27 INTENTIONALLY OMITTED****28 INTENTIONALLY OMITTED****29 INTENTIONALLY OMITTED****30 INTENTIONALLY OMITTED****31 REPAIR SERVICE RESPONSE**

31.1 SBC TEXAS's technicians will provide repair service on a nondiscriminatory basis.

RIGHTS OF WAY

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1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by SBC TEXAS to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 The prices at which SBC TEXAS agrees to provide MCIIm with ROW are contained in the applicable Appendix Pricing.

2 DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by SBC TEXAS, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 2.4 Approved Vendor. A vendor who is qualified by SBC TEXAS for installation, maintenance, and/or repair. SBC TEXAS shall not unreasonably withhold approval of vendors.
- 2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".
- 2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.
- 2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within SBC TEXAS's conduit system.

- 2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other SBC TEXAS structures (such as huts and cabinets) which branch off from or are connected to SBC TEXAS conduit. In this Appendix, the term refers to conduit systems owned or controlled by SBC TEXAS.
- 2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.
- 2.13 Licensee. The term "licensee" refers to MCIIm which has entered or may enter into an agreement or arrangement with SBC TEXAS permitting MCIIm to place its facilities in SBC TEXAS's conduit system or attach its facilities to SBC TEXAS's poles or anchors. Licensee and MCIIm may be used interchangeably throughout this Appendix.
- 2.14 Intentionally Omitted.
- 2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by SBC TEXAS prior to the date of this Agreement.
- 2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC TEXAS's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIIm's facilities and not to meet SBC TEXAS's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SBC TEXAS's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIIm's facilities.
- 2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

- 2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification."
- 2.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 2.20 Permit. Shall mean written permission granted by SBC TEXAS to MCI to construct and operate its attachment at the locations of SBC TEXAS Structure(s).
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by SBC TEXAS, and does not include utility poles or anchors with respect to which (SBC TEXAS has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.
- 2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCI's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCI's facilities.
- 2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by SBC TEXAS which is not used or suitable for distribution facilities such as business offices or corporate offices.

3 STRUCTURE AVAILABILITY

- 3.1 SBC TEXAS shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along SBC TEXAS's distribution network that are owned or controlled by SBC TEXAS (individually and collectively, "Structure") for the placement of MCI's wires, cables and related facilities (individually and collectively, "attachments").
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCI may have under the provisions of any applicable federal or state laws or regulations governing access to SBC TEXAS's poles, conduits and ducts.
- 3.3 SBC TEXAS will not make Structure available:
 - 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;

- 3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
 - 3.3.3 Before denying a request for access based upon Insufficient Capacity, SBC TEXAS will, in good faith explore potential accommodations with MCI. If SBC TEXAS denies a request by MCI for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC TEXAS will provide MCI a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.
 - 3.3.4 In the case of pole attachments, SBC TEXAS shall, consistent with prudent engineering and design standards and practices, and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for MCI's use without replacement of the pole whenever possible.
- 3.4 Franchises, Permits and Licenses
- 3.4.1 MCI shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the SBC TEXAS Structure it uses.
 - 3.4.2 Permits granted by SBC TEXAS under this attachment authorize MCI to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by SBC TEXAS but do not affect the rights of landowners to control terms and conditions of access to their property.
 - 3.4.3 SBC TEXAS shall issue to MCI one or more licenses authorizing MCI to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by SBC TEXAS located within this State on a first come, first served basis. If SBC TEXAS determines that the pole, conduit or duct space specifically requested by MCI is necessary to meet SBC TEXAS's present needs or is licensed by SBC TEXAS to another licensee, SBC TEXAS shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCI's facilities will enter and exit SBC TEXAS's conduit system and the specific location and manner of installation for any associated equipment which is permitted by SBC TEXAS to occupy the conduit system or right-of-way, provided that SBC TEXAS shall provide written notice to MCI within forty-five (45) days following MCI's request specifying in detail the reasons for denying MCI's request. If MCI disagrees with SBC TEXAS's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.
 - 3.4.4 Licenses Required
 - 3.4.4.1 Before placing any facilities in SBC TEXAS's conduits or ducts or attaching any facilities to SBC TEXAS's poles, anchors or anchor/guy strands, MCI must first apply for and receive a written license from SBC TEXAS. SBC TEXAS shall not unreasonably deny or delay issuance of any license, and in any event, SBC TEXAS shall issue such license within fifteen (15) Business Days from the submission of the license application if

make-ready work is not required. If make-ready work is required, Ameritech shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

- 3.5 If MCI request access to an SBC TEXAS Right-of-Way where SBC TEXAS has no existing Structure, SBC TEXAS shall not be required to construct new poles, conduits or ducts, or to bury cable for MCI but will be required to make the Right-of-way available to MCI to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC TEXAS desires to extend its own attachments, SBC TEXAS will construct Structure to accommodate MCI's attachments.

4 APPLICATION PROCESS

4.1 Provision of Records

- 4.1.1 In order to obtain information regarding facilities, MCI shall make a written request to SBC TEXAS, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, SBC TEXAS shall provide MCI with information regarding the types, quantity and location (which may be provided by provision of route maps) of SBC TEXAS poles, conduit and right-of-way located within the geographic area specified by MCI within twenty (20) Business Days. Provision of information herein shall include the right of MCI employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCI's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.
- 4.1.2 For any information that is readily available, SBC TEXAS shall use its best efforts to produce said information within five (5) days of the written requests. MCI may elect to be present at any field based survey of facilities identified pursuant to this paragraph and SBC TEXAS shall provide MCI at least forty-eight (48) hours' notice prior to initiating such field survey. MCI employees or agents shall be permitted to enter SBC TEXAS manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to SBC TEXAS, with an SBC TEXAS representative present and at MCI's expense.
- 4.1.3 SBC TEXAS will provide MCI, at MCI's request and expense, with access to maps, records and additional information relating to its Structure; provided that SBC TEXAS may redact any Proprietary Information (of SBC TEXAS or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCI. Upon request, SBC TEXAS will meet with MCI to clarify matters relating to maps, records or additional information. SBC TEXAS does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCI and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

- 4.2.1 Any request by MCI_m for access to SBC TEXAS's Structure shall be in writing and submitted to SBC TEXAS's Structure Access Center, who shall be MCI_m's single point of contact for all matters relating to MCI_m's access to SBC TEXAS's Structure. Each MCI_m's attachment to SBC TEXAS's Structure shall be pursuant to a permit issued by SBC TEXAS for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC TEXAS's Structure, administration of the process of delivery of access to SBC TEXAS's Structure and for all other matters relating to access to SBC TEXAS's Structure. MCI_m may obtain copies of forms and contact information for the SBC TEXAS region via the Structure Access Coordinator at 281-878-5500.
- 4.3 Pre-permit (Field) Survey
 - 4.3.1 After MCI_m has submitted its written application for a license, a pre-permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether SBC TEXAS's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCI_m's facilities, without substantially interfering with the ability of SBC TEXAS or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of SBC TEXAS's conduit system or facilities attached to SBC TEXAS's pole or placed within or connected to SBC TEXAS's conduit system. If MCI_m gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCI_m's expense.
 - 4.3.2 Based on information provided by SBC TEXAS, MCI_m shall determine whether SBC TEXAS's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCI_m's needs.
 - 4.3.3 SBC TEXAS may not unreasonably refuse to continue to process an application based on SBC TEXAS's determination that MCI_m's proposed use of SBC TEXAS's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCI_m acknowledges that SBC TEXAS is not explicitly or implicitly warranting to MCI_m that MCI_m's proposed use of SBC TEXAS's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 4.4 Notice of Environmental, Health, and Safety Inspections
 - 4.4.1 SBC TEXAS shall provide MCI_m with reasonable notice of environmental, health and safety inspections that is equivalent to the information that SBC TEXAS provides to its employees who access rights-of-way, conduits, and pole attachments.
- 4.5 Issuance of Licenses When No Make-Ready Work is Required
 - 4.5.1 If SBC TEXAS determines that no make-ready work is required, SBC TEXAS shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of MCI_m's application.

5 MAKE-READY WORK

- 5.1 Upon request, SBC TEXAS shall permit MCI_m to conduct Make Ready Work itself or through an SBC TEXAS Approved Vendor(s), if allowed by applicable union contracts.
- 5.1.1 If SBC TEXAS determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of the field survey. If MCI_m is not satisfied with SBC TEXAS's due date for completion of make ready work, MCI_m may perform the make ready work itself or elect to have the work completed by an SBC TEXAS approved contractor.
- 5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, SBC TEXAS will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, SBC TEXAS shall allow other attaching Parties, including SBC TEXAS to modify their attachment(s).
- 5.3 The costs of modifying a Structure to accommodate MCI_m's request, an existing or prospective attaching Party's request, or the needs of SBC TEXAS, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including SBC TEXAS, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including MCI_m. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification.
- 5.4 All Modifications to SBC TEXAS's Structure will be owned by SBC TEXAS. MCI_m and other Parties, including SBC TEXAS, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

6 INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 6.1 Except where otherwise mutually agreed, MCI_m shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not

to conflict with the use of the Structure by SBC TEXAS or by other attaching Parties. SBC TEXAS will specify the location on the Structure where MCI's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. MCI shall construct each attachment in conformance with the permit issued by SBC TEXAS for such attachment. Other than routine maintenance and service wire attachments, MCI shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. MCI shall provide SBC TEXAS with notice before entering any Structure for construction or maintenance purposes.

6.2 Installation and Maintenance Standards

6.2.1 MCI's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

6.3 Maintenance of MCI's Facilities

6.3.1 Each license granted under this attachment authorizes MCI to engage in maintenance of MCI's facilities located on or in SBC TEXAS's poles, conduits, ducts and rights-of-way pursuant to such license. MCI shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCI shall give reasonable notice to SBC TEXAS before performing any work.

6.4 Emergency Repairs and Pole Replacements

6.4.1 Intentionally Omitted.

6.4.2 MCI shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

7 UNUSED SPACE

7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by SBC TEXAS shall be available for the attachments of MCI, SBC TEXAS or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. SBC TEXAS shall not reserve space on SBC TEXAS Structure for the future need of SBC TEXAS nor permit any other person to reserve such space. Notwithstanding the foregoing, MCI may provide SBC TEXAS with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

8 MAINTENANCE DUCTS

- 8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, SBC TEXAS shall provide maintenance ducts at no cost to MCIm. Maintenance ducts shall be made available to MCIm for maintenance purposes if it has a corresponding attachment. MCIm utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

9 OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

- 9.1.1 If SBC TEXAS is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. MCIm acknowledges that, from time to time, it may be necessary or desirable for SBC TEXAS to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by SBC TEXAS's business needs or by an authorized application or license of another entity seeking access to SBC TEXAS's poles, conduit systems, ducts and/or Rights-of-Way. If a move of MCIm's attachment is required by SBC TEXAS or another attaching Party, MCIm shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If MCIm fails to move its attachment with the foregoing period, MCIm authorizes SBC TEXAS to move such attachment at MCIm's expense.

10 TERM AND TERMINATION OF PERMIT

- 10.1 MCIm's occupancy of Structure shall be pursuant to a permit issued by SBC TEXAS for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:
- 10.1.1 Upon thirty (30) days written notice of termination by MCIm.
- 10.1.2 If MCIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.3 If MCIm has not placed and put into service its attachments within 9 months from the date SBC TEXAS has notified MCIm that such Structure is available for MCIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.1.4 If MCIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

- 10.2 If SBC TEXAS ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIIm has attachments, SBC TEXAS shall:
 - 10.2.1 Provide MCIIm notice within ten (10) Business Days after SBC TEXAS has knowledge of such fact and shall not require MCIIm to remove its attachments from such Structure prior to SBC TEXAS's removal of its own attachments.
- 10.3 SBC TEXAS will provide MCIIm with at least sixty (60) days written notice prior to:
 - 10.3.1 Terminating a permit for an attachment or terminating service to MCIIm's attachment,
 - 10.3.2 Any increase in the rates for attachments to SBC TEXAS's Structure permitted by the terms of this Appendix, or
 - 10.3.3 Any Modification to SBC TEXAS's Structure to which MCIIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If MCIIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIIm to so surrender such permit, SBC TEXAS shall remove MCIIm's attachments at MCIIm's expense and without any liability on the part of the SBC TEXAS for damage or injury to MCIIm's attachments unless caused by the negligence or intentional misconduct of SBC TEXAS.
- 10.5 If SBC TEXAS discovers that MCIIm has placed an attachment on SBC TEXAS's Structure without a valid permit, SBC TEXAS shall notify MCIIm of the existence of such unauthorized attachment and MCIIm shall pay to SBC TEXAS within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, MCIIm shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 10.7 In addition, MCIIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If MCIIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC TEXAS shall have the right to remove such unauthorized attachment from SBC TEXAS's Structure at MCIIm's expense.

11 NONCOMPLIANCE

- 11.1 Notice of Noncompliance
 - 11.1.1 If, at any time, SBC TEXAS determines that MCIIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, SBC TEXAS may send written notice to MCIIm specifying the alleged noncompliance. MCIIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIIm does not dispute SBC TEXAS's assertion that such facilities are not in compliance, MCIIm agrees to provide SBC TEXAS

with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify SBC TEXAS in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

- 11.2.1 If MCIIm disputes SBC TEXAS's assertion that MCIIm's facilities are not in compliance, MCIIm shall notify SBC TEXAS in writing of the basis for MCIIm's assertion that its facilities are in compliance.

11.3 Failure to Bring Facilities into Compliance

- 11.3.1 If MCIIm has not brought the facilities into compliance within a reasonable time or provided SBC TEXAS with proof sufficient to persuade SBC TEXAS that SBC TEXAS erred in asserting that the facilities were not in compliance, and if SBC TEXAS determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to SBC TEXAS's facilities or those of others users, SBC TEXAS may, at its option and MCIIm's expense, take such steps as may be required to bring MCIIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, SBC TEXAS must give MCIIm thirty (30) business days advance notice. If the steps taken are to be non-service affecting, SBC TEXAS must give MCIIm fifteen (15) business days advance notice.

11.4 Correction of Conditions by SBC TEXAS

- 11.4.1 SBC TEXAS will, whenever practicable, notify MCIIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and SBC TEXAS's schedule for performing the work.
- 11.4.2 If MCIIm's facilities have become detached or partially detached from supporting racks or wall supports located within an SBC TEXAS manhole, SBC TEXAS may, at MCIIm's expense, reattach them but shall not be obligated to do so. If SBC TEXAS does not reattach MCIIm's facilities, SBC TEXAS shall cooperate with MCIIm for the reattachment of any facilities affected.
- 11.4.3 SBC TEXAS shall, as soon as practicable after performing the work, advise MCIIm in writing of the work performed or action taken. Upon receiving such notice, MCIIm may inspect the facilities, after notice to SBC TEXAS, and take such steps as MCIIm may deem necessary to insure that the facilities meet MCIIm's performance requirements.

11.5 MCIIm to Bear Expenses

- 11.5.1 MCIIm shall bear all expenses arising out of or in connection with any work performed to bring MCIIm's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCIIm.

12 INSPECTIONS

- 12.1 SBC TEXAS may make periodic inspections of any part of the attachments of MCI_m located on SBC TEXAS Structure for the limited purpose of determining whether MCI_m's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, SBC TEXAS shall provide prior written notice to MCI_m of such inspections and MCI_m shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCI_m.

13 DAMAGE TO ATTACHMENTS

- 13.1 Both MCI_m and SBC TEXAS will exercise precautions to avoid damaging the attachments of the other or to any SBC TEXAS Structure to which MCI_m obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

14 CHARGES

- 14.1 SBC TEXAS's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act and in compliance with applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. SBC TEXAS reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, SBC TEXAS reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.
- 14.2 Advance payment of 50% (fifty percent) of the total amount shall be required from MCI_m for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

15 NONDISCRIMINATION

- 15.1 Access to SBC TEXAS owned or controlled Structure under this Appendix shall be provided to MCI_m on a basis that is nondiscriminatory to that which SBC TEXAS provides its Structure to itself, its affiliates, customers, or any other person.

16 JOINING OF ATTACHMENTS

- 16.1 Upon request by MCI_m, SBC TEXAS will permit the joining of ducts or conduits owned by MCI_m in SBC TEXAS manholes.

17 COST IMPUTATION

- 17.1 SBC TEXAS will impute costs consistent with the rules under Section 224 (g) of the Act.

18 ABANDONMENT, SALES, OR DISPOSITIONS

- 18.1 SBC TEXAS shall notify MCI of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, SBC TEXAS shall condition the sale or other disposition to include and incorporate the rights granted to MCI hereunder.

LAWFUL UNES

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1 INTRODUCTION

- 1.1 This Appendix 251 (c)(3) Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC TEXAS agrees to furnish MCIIm with access to unbundled Network Elements under Section 251(c)(3) of the Act in SBC TEXAS's incumbent local exchange areas for the provision of Telecommunications Services by MCIIm. At MCIIm's request, SBC TEXAS shall provide nondiscriminatory access to 251 (c)(3) unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC TEXAS shall provide such 251 (c)(3) unbundled Network Elements in a manner that allows MCIIm to combine such elements in order to provide a Telecommunications Service.
 - 1.1.1 251(c)(3) UNEs and Declassification. With the exception of 251 (c)(3) Unbundled Network Elements, the FCC has already identified declassified when certain conditions are met, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.
 - 1.1.2 Notwithstanding any other provision of the Appendix, SBC TEXAS shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. UNEs that SBC TEXAS is required to provide pursuant to Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders shall be referred to in this Agreement as 251(c)(3) UNEs.
 - 1.1.3 A network element, including a network element referred to as a 251(c)(3) UNE under this Agreement, will cease to be a 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. Without limitation, a 251(c)(3) UNE that has ceased to be a 251(c)(3) UNE may also be referred to as "Declassified."
 - 1.1.4 Without limitation, a Network Element, including a Network Element referred to as a 251(c)(3) UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its 251(c)(3) authority that requesting Telecommunications Carriers are not impaired without access to a particular Network Element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a Network Element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the Network Element on an unbundled basis under Section 251(c)(3). By way of example only, a Network Element can cease to be a 251(c)(3) UNE or be Declassified generally, or on an

element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 5.0 "Transition Procedure" shall apply.

- 1.2 Intentionally Omitted.
- 1.3 MCIIm may request new, undefined 251(c)(3) unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.4 The prices at which SBC TEXAS agrees to provide MCIIm with 251(c)(3) unbundled Network Elements are contained in the applicable Appendix Pricing.
- 1.5 251(c)(3)," 251(c)(3) Unbundled Network Element" or 251(c)(3) UNE" when used in relation to unbundled Network Elements, means those unbundled Network Elements required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, or 251(c)(3) and effective orders and rules of the State Commission that are necessary to further competition in the provision of telephone exchange service or exchange access and that are not inconsistent with the Federal Telecommunications Act of 1996 (FTA) or the FCC's regulations to implement the FTA.

2 GENERAL TERMS AND CONDITIONS

- 2.1 SBC TEXAS and MCIIm agree that MCIIm may connect its facilities or facilities provided to MCIIm by third-parties with SBC TEXAS's network at any point designated by MCIIm, provided such point is technically feasible, for access to 251(c)(3) unbundled Network Elements for the provision by MCIIm of a Telecommunications Service.
- 2.2 SBC TEXAS will provide MCIIm nondiscriminatory access to 251(c)(3) unbundled Network Elements:
 - 2.2.1 at any technically feasible point;
 - 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
 - 2.2.3 in a manner that allows MCIIm to provide a Telecommunications Service that may be offered by means of that 251(c)(3) unbundled Network Element;
 - 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested 251(c)(3) unbundled Network Element to be provided separately from access to other elements, and for a separate charge;
 - 2.2.5 with technical information about SBC TEXAS's network facilities sufficient to allow MCIIm to achieve access to 251(c)(3) unbundled Network Elements consistent with the requirements of this Appendix;
 - 2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIIm's ability to provide a Telecommunications Service in a manner it intends;
 - 2.2.7 in a manner that allows MCIIm purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;

- 2.2.8 where applicable, terms and conditions of access to 251(c)(3) unbundled Network Elements shall be no less favorable than terms and conditions under which SBC TEXAS provides such elements to itself;
- 2.2.9 Intentionally Omitted.
- 2.2.10 except upon request of MCI, SBC TEXAS shall not separate MCI-requested 251(c)(3) UNE's that are currently combined. (47 CFR § 51.315(b)). SBC TEXAS is not prohibited from or otherwise limited in separating any 251(c)(3) UNEs not requested by MCI or a Telecommunications Carrier, including without limitation in order to provide a 251(c)(3) UNE(s) or other SBC TEXAS offering(s).
- 2.3 MCI may not use SBC TEXAS's 251(c)(3) unbundled Network Elements to provide services exclusively to other Telecommunications Carriers, including the exclusive provision of mobile wireless services, or long distance interexchange services (i.e. Telecommunications Service between different stations in different exchange areas).
- 2.4 When MCI is purchasing an 251(c)(3) unbundled Network Element, SBC TEXAS will permit MCI exclusive use of that facility for a period of time, and when MCI is purchasing access to a feature, function, or capability of a facility, SBC TEXAS will provide use of that feature, function, or capability for a period of time.
- 2.5 SBC TEXAS will maintain, repair, or replace 251(c)(3) unbundled Network Elements as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the 251(c)(3) unbundled Network Element and access to such 251(c)(3) unbundled Network Element shall be at least equal to what SBC TEXAS provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 251(c)(3) unbundled Network Elements provided to MCI under the provisions of this Appendix shall remain the property of SBC TEXAS.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of 251(c)(3) UNEs
 - 2.11.1 Each 251(c)(3) unbundled Network Element will be provided in accordance with industry standards, if applicable.
 - 2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.
 - 2.11.3 SBC TEXAS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, MCI orders for unbundled Network Elements from, and SBC TEXAS's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC TEXAS places on itself for orders from its End Users.

- 2.12 SBC TEXAS shall offer each 251(c)(3) unbundled Network Element individually or in combination as set forth in this Appendix Unbundled Network Element. SBC TEXAS may not require MCIIm to own or control any local exchange facilities as a condition of offering to MCIIm any unbundled Network Element or 251(c)(3) unbundled Network Element combination. SBC TEXAS shall not separate unbundled Network Elements that are already combined on SBC TEXAS's network unless requested by MCIIm.
- 2.13 For each 251(c)(3) unbundled Network Element, SBC TEXAS shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where SBC TEXAS provides contiguous 251(c)(3) unbundled Network Elements to MCIIm, SBC TEXAS will provide the existing interconnections and no demarcation point shall exist between such contiguous 251(c)(3) unbundled Network Elements.
- 2.14 MCIIm will be responsible for the overall design of the Telecommunications Services it offers to its customers and for any redesigning or rearrangement of such Telecommunications Services; provided, however, that SBC TEXAS fully complies with Section 251(c)(5) of the Act, including any required notification, and the FCC's implementing regulations thereunder, which may be required because of changes in facilities, operations, or minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.15 Intentionally Omitted.

3 INTENTIONALLY OMITTED

4 ACCESS TO 251(c)(3) UNE CONNECTION METHODS

- 4.1 This Section describes the optional connection methods under which SBC TEXAS agrees to provide MCIIm with access on an 251(c)(3) unbundled basis to loops, and dedicated transport and the conditions under which SBC TEXAS makes these methods available. These methods provide MCIIm access to multiple SBC TEXAS 251(c)(3) unbundled Network Elements which MCIIm may then combine. The methods listed below provide MCIIm with access to 251(c)(3) unbundled Network Elements without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

- 4.1.1 Subject to availability of space and equipment, MCIIm may use the methods listed below to access and combine 251(c)(3) unbundled Local Loops, and 251(c)(3) unbundled Dedicated Transport within a requested SBC TEXAS Central Office.

4.1.1.1 (Method 1)

- 4.1.1.1.1 SBC TEXAS will extend SBC TEXAS 251(c)(3) unbundled Network Elements requiring cross connection to MCIIm's Physical or Virtual Collocation Point of Termination (POT) when MCIIm is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the 251(c)(3) unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

- 4.1.1.2.1 SBC TEXAS will extend SBC TEXAS 251(c)(3) unbundled Network Elements that require cross connection to MCI's 251(c)(3) unbundled Network Element frame located in the common room space, other than the Collocation common area, within the same Central Office where the 251(c)(3) unbundled Network Elements which are to be combined are located.

4.1.1.3 (Method 3)

- 4.1.1.3.1 SBC TEXAS will extend SBC TEXAS 251(c)(3) unbundled Network Elements to MCI's 251(c)(3) unbundled Network Element frame that is located outside the SBC TEXAS Central Office where the 251(c)(3) unbundled Network Elements are to be combined in a closure such as a cabinet provided by SBC TEXAS on SBC TEXAS property.

4.2 The following terms and conditions apply to all methods when SBC TEXAS provides access to Combinations:

- 4.2.1 Within ten (10) business days of receipt of a written request for access to 251(c)(3) unbundled Network Elements involving three (3) or fewer Central Offices, SBC TEXAS will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to 251(c)(3) unbundled Network Elements.
- 4.2.2 Access to 251(c)(3) unbundled Network Elements via Method 1 is only available to Physically Collocated CLECs. Access to 251(c)(3) unbundled Network Elements via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC TEXAS Central Office space and equipment.
- 4.2.3 The CLEC may cancel the request at any time, but will pay SBC TEXAS's reasonable and demonstrable costs for modifying SBC TEXAS's Central Office up to the date of cancellation.
- 4.2.4 MCI may elect to access SBC TEXAS's 251(c)(3) unbundled Network Elements through Physical Collocation arrangements.
- 4.2.5 MCI shall be responsible for initial testing and trouble sectionalization of facilities containing MCI installed cross connects.
- 4.2.6 MCI shall refer trouble it has sectionalized in the SBC TEXAS 251(c)(3) unbundled Network Element to SBC TEXAS.
- 4.2.7 MCI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect 251(c)(3) unbundled Network Elements.
- 4.2.8 All tools, procedures, and equipment used by MCI to connect to SBC TEXAS's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

- 4.2.9 MCI shall designate each 251(c)(3) unbundled Network Element being ordered from SBC TEXAS. MCI shall provide an interface to receive assignment information from SBC TEXAS regarding location of the 251(c)(3) unbundled Network Elements. This interface may be manual or mechanized.
- 4.2.10 SBC TEXAS will provide MCI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC TEXAS shall be referred to such contact numbers.
- 4.2.11 The use of cellular telephones or two-way pagers is not permitted in SBC TEXAS equipment areas.

5 TRANSITION PROCEDURE FOR ELEMENTS THAT ARE DECLASSIFIED DURING THE TERM OF THE AGREEMENT

- 5.1 Future declassifications of unbundled network elements beyond those already identified by the FCC in the TRO and TRRO shall be governed by the "Change of Law/Reservation of Rights" Provision of the ICA.

6 CONVERSION OF WHOLESALE SERVICES TO LAWFUL UNES

- 6.1 Upon request, SBC TEXAS shall convert a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) unbundled Network Element, or Combination of 251(c)(3) unbundled Network Elements, that is available to MCI under this Appendix 251(c)(3) UNE, so long as MCI and the wholesale service, or group of wholesale services, meet the eligibility or other criteria that may be applicable for such conversion. (By way of example only, the conditions for accessing 251(c)(3) UNES set forth in Section 4 above).
- 6.2 In requesting a conversion of an SBC TEXAS service, MCI must follow the guidelines and ordering requirements provided by SBC TEXAS that are applicable to converting the particular SBC TEXAS service sought to be converted. Where processes for the conversion requested pursuant to this Agreement are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 6.3 SBC TEXAS shall perform any conversion from a wholesale service or group of wholesale services to a 251(c)(3) unbundled Network Element or Combination of 251(c)(3) unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.
- 6.4 Except as otherwise agreed to by the Parties, SBC TEXAS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a 251(c)(3) unbundled Network Element or Combination of 251(c)(3) unbundled Network Elements.
 - 6.4.1 SBC TEXAS may charge applicable and record change charges.
- 6.5 Intentionally Omitted.
- 6.6 If MCI does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNES,

MCIm shall not request such conversion or continue using such the 251(c)(3) UNE or 251(c)(3) UNEs that result from such conversion. To the extent MCIm fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, or Commingled Arrangement (as defined herein), SBC TEXAS may convert the 251(c)(3) UNE or 251(c)(3) UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to MCIm.

6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

6.8 To the extent a conversion of wholesale services creates an "Enhanced Extended Link" or "EEL," see also Section 7.0 and Section 22 below.

7 COMMINGLING

7.1 Subject to any applicable restrictions set forth in this Appendix UNE, 251(c)(3)SBC TEXAS shall permit MCIm to 251(c)(3)use 251(c)(3) unbundled Network Elements with other Telecommunications Services (whether provided by MCIm, SBC TEXAS or third parties) in MCIm's provision of Telecommunications Services to end user customers. Nothing contained in the aforementioned contract language is intended to limit MCIm's right to access to 271 Network Elements outside of this interconnection agreement.

7.2 Definitions

7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a 251(c)(3)UNE, or a combination of 251(c)(3) UNEs, to one or more facilities or services that MCIm has obtained at wholesale from SBC TEXAS or the combining of a 251(c)(3) UNE, or a combination of 251(c)(3) UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.

7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.

7.3 Commingling Requirements

7.3.1 Upon MCIm's request, SBC TEXAS shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCIm has obtained at wholesale from SBC TEXAS, except that Commingling is not permitted, nor is SBC TEXAS required to perform the functions necessary to Commingle, where the one or more of the following apply to the Commingled Arrangement: (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC TEXAS's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with SBC TEXAS's network.

7.3.2 SBC TEXAS is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on the SBC website "CLEC Online." Once that list is included in the CLEC Handbook or posted on the website, whichever is earlier, MCIm will be able to submit orders for any Commingled Arrangement on that list (including at a minimum, those commingled arrangements referred to in 2.19.4 of UNE Attachment 6 and its associated Exhibit A). The list may be modified, from time to time.

- 7.3.3 Any MCI request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the Bona Fide Request (BFR) process set forth elsewhere in this Agreement.
 - 7.3.3.1 In any such BFR, MCI must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that MCI has obtained at wholesale from SBC TEXAS sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
 - 7.3.3.2 In addition to any other applicable charges, MCI shall be charged a reasonable fee for any Commingling work done by SBC TEXAS under this Section 7.1 (including performing the actual Commingle). Such fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. With respect to a BFR in which MCI requests SBC TEXAS to perform work not required by this Section 7.1.4, MCI shall be charged a market-based rate for any such work.
- 7.4 Intentionally Omitted.
- 7.5 Ratcheting
 - 7.5.1 "Ratchet" or "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCI purchases Commingled unbundled Network Elements and wholesale services from SBC TEXAS, SBC TEXAS shall charge the rates for 251(c)(3) UNEs (or 251(c)(3) UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis. Notwithstanding its obligations to Commingle under this Section, SBC TEXAS is not required to and shall not "ratchet" individual facilities or unbundled Network Elements.
- 7.6 Tariffs
 - 7.6.1 SBC TEXAS shall cooperate fully with MCI to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede MCI's ability to implement new Commingled arrangements. SBC TEXAS acknowledges and agrees that the language of this Appendix UNE complies with and satisfies the requirements of SBC TEXAS wholesale and access tariffs with respect to Commingling. SBC TEXAS shall not change its wholesale or access tariffs in any fashion that impacts the availability or provision of Commingling under this Appendix UNE or the Agreement, unless SBC TEXAS and MCI have amended this Agreement in advance to address SBC TEXAS proposed tariff changes.
- 7.7 Commingling in its entirety (including its definition, the ability of MCI to Commingle, SBC TEXAS's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall apply to SBC TEXAS offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).
- 7.8 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled

Arrangement) are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

7.11 Nothing in this Agreement shall impose any obligation on SBC TEXAS to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit MCI to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by 251(c)(3) FCC rules and associated 251(c)(3) effective FCC and orders. If MCI does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular 251(c)(3) UNE involved or to be involved in a Commingled Arrangement, MCI shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 22 below.

7.12 Intentionally Omitted.

8 NETWORK INTERFACE DEVICE

8.1 The 251(c)(3) unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to SBC TEXAS's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, SBC TEXAS offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI's access to the NID is offered as specified below.

8.2 SBC TEXAS shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through SBC TEXAS's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by SBC TEXAS (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

- 8.3.1.3 Request SBC TEXAS to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, SBC TEXAS will work with MCI to develop specific procedures to establish the most effective means of implementing this Section.
- 8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, MCI will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC TEXAS's NID where necessary.
- 8.3.1.6 SBC TEXAS, at the request of MCI who has constructed its own NID at a premises and needs only to make contact with SBC TEXAS's NID, will disconnect the customer's wiring from SBC TEXAS's NID and reconnect it to MCI's NID at no extra charge for this reconnection.
- 8.3.1.7 If MCI requests any additional type of access to the NID not specifically referenced above, MCI and SBC TEXAS will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

8.4 Technical Requirements

- 8.4.1 The 251(c)(3) UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for SBC TEXAS's facilities, for the distribution media and/or cross connect to MCI's 251(c)(3) UNE NID, and shall maintain a connection to ground.
- 8.4.2 The 251(c)(3) UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCI's 251(c)(3) UNE NID, consistent with the 251(c)(3) UNE NID's function at the Effective Date of this Agreement.
- 8.4.3 Where an SBC TEXAS 251(c)(3) UNE NID exists, it is provided in its "as is" condition. MCI may request SBC TEXAS do additional work to the 251(c)(3) UNE NID in accordance with other provisions herein.
- 8.4.4 The SBC TEXAS 251(c)(3) UNE NIDs that MCI uses under this Appendix will be existing 251(c)(3) UNE NIDs installed by SBC TEXAS to serve its end user customers.
- 8.4.5 Upon request, SBC TEXAS will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the 251(c)(3) UNE NID. In such cases, a 251(c)(3) UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the 251(c)(3) UNE NID location information provided to MCI prior to the dispatch request was inaccurate. SBC TEXAS shall apply Time and Material charges for Premises Visits at parity with what SBC TEXAS charges its retail end users customers.
- 8.4.6 MCI shall not attach to or disconnect SBC TEXAS's ground. MCI shall not

cut or disconnect SBC TEXAS's loop from the 251(c)(3) UNE NID and/or its protector. MCI shall not cut any other leads in the 251(c)(3) UNE NID.

9 **LAWFUL UNE LOCAL LOOP**

9.1 Definitions:

9.1.1 251(c)(3) UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in SBC TEXAS's central office and the loop demarcation point at an End User premises. This element includes all features, functions, and capabilities of such transmission facility, including the 251(c)(3) UNE Network Interface Device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises as well as any inside wire owned or controlled by SBC TEXAS that is part of that transmission path.

9.1.2 A "Hybrid Loop" is a 251(c)(3) UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1.3 A "Fiber-to-the-Home Loop" is a 251(c)(3) UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User premises.

9.1.3.1 A "Fiber-to-the-Curb Loop" is a 251(c)(3) UNE Local Loop consisting of a fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the End User premises.

9.1.4 Intentionally Omitted.

9.1.5 A 2-Wire 251(c)(3) UNE analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

9.1.6 A 4-Wire 251(c)(3) UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire 251(c)(3) UNE analog Loop provides separate transmit and receive paths.

9.1.7 A 2-Wire 160 Kbps 251(c)(3) UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

9.1.8 A 4-Wire 1.544 Mbps 251(c)(3) UNE digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

9.1.9 The DS3 251(c)(3) UNE loop provides a digital, 45 Mbps transmission facility from SBC TEXAS's Central Office to the End User premises.

9.1.10 251(c)(3) UNE xDSL-Capable Loop: See Appendix xDSL.

9.2 251(c)(3) Copper Loops. SBC TEXAS shall provide to MCI, upon MCI's request, 251(c)(3) UNE copper Loops on an unbundled basis, if available. A 251(c)(3) Copper Loop is a stand-alone 251(c)(3) Local Loop comprised entirely of copper wire or cable. 251(c)(3) Copper Loops include two-wire and four-wire 251(c)(3) analog voice-grade

copper loops, 251(c)(3) digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the 251(c)(3) copper Loops are in service, or held as spares. 251(c)(3) Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

9.2.1 Retirement of 251(c)(3) UNE Copper Loops. Prior to retiring any 251(c)(3)UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, SBC TEXAS shall comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules.

9.3 DS1 Digital Loop

9.3.1 A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

9.3.2 DS1 251(c)(3) UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

9.3.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

9.3.4 DS1 Loop "Caps"

9.3.4.1 SBC TEXAS is not obligated to provide to MCI more than ten (10) DS1 251(c)(3) UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering unbundled DS1 Loops once MCI has already obtained ten DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, MCI submits such an order SBC TEXAS will accept the order, but convert any requested DS1 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to MCI for such DS1 Loop(s) as of the date of provisioning.

9.3 Intentionally Omitted.

9.4 A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second. The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC TEXAS Central Office to the end user premises.

9.4.1 DS3 251(c)(3) 251(c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.

9.4.2 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

9.4.3 DS3 Loop "Caps"

9.4.3.1 SBC TEXAS is not obligated to provide to CLEC more than one (1) DS3 251(c)(3) UNE loop per requesting carrier to any single building in which

DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS accept the order, but convert any requested DS3 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

- 9.5 Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.
- 9.6 251(c)(3) UNE Hybrid Loops. SBC TEXAS is not required to provide to MCIIm unbundled access to the packet switched features, functions and capabilities of its 251(c)(3) UNE Hybrid Loops.
 - 9.6.1 Notwithstanding Section 9.3 above, when MCIIm seeks access to a 251(c)(3) UNE Hybrid Loop for the provision of broadband services, SBC TEXAS shall provide MCIIm with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that 251(c)(3) UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between SBC TEXAS's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the 251(c)(3) UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices.
 - 9.6.2 Notwithstanding Section 9.3, when MCIIm seeks access to a 251(c)(3) UNE Hybrid Loop for the provision of narrowband services, SBC TEXAS may either:
 - 9.6.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire 251(c)(3) UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
 - 9.6.2.2 Provide nondiscriminatory access to a spare home-run 251(c)(3) UNE Copper Loop serving that customer on an unbundled basis.
- 9.7 Fiber-to-the-Home Loops.
 - 9.7.1 New builds. SBC TEXAS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when SBC TEXAS deploys such a Loop to an end user customer premises that previously has not been served by any 251(c)(3) UNE Loop facility.
 - 9.7.2 Overbuilds. SBC TEXAS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop or a Fiber-to-the-Curb Loop on an unbundled basis when SBC TEXAS has deployed such a Loop parallel to, or in replacement of, an existing 251(c)(3) UNE Copper Loop facility, except that:
 - 9.7.2.1 SBC TEXAS must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCIIm nondiscriminatory access to that 251(c)(3) UNE Copper Loop on an unbundled basis, upon MCIIm's request unless SBC TEXAS retires the Copper Loop.

- 9.7.2.2 If SBC TEXAS maintains the existing 251(c)(3) UNE Copper Loop, SBC TEXAS need not incur any expenses to ensure that the existing 251(c)(3) UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case SBC TEXAS shall restore the 251(c)(3) UNE copper Loop to serviceable condition upon MCI's request.
- 9.7.2.3 If SBC TEXAS retires the 251(c)(3) UNE Copper Loop, SBC TEXAS shall provide MCI, upon MCI's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.

9.8 Declassification Procedure

- 9.8.1 DS1. Subject to the cap described in Section 9.3.4, SBC TEXAS shall provide MCI with access to a DS1 251(c)(3) 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3) 251(c)(3) UNEs under this Agreement. Accordingly, MCI may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 9.8.2 DS3. Subject to the cap described in Section 9.6.1, SBC TEXAS shall provide MCI with access to a DS3 251(c)(3) 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) 251(c)(3) UNEs under this Agreement. Accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering DS3 251(c)(3) 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 9.8.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by MCI as 251(c)(3) 251(c)(3) UNEs under this Agreement, SBC TEXAS will provide written notice to MCI of such Declassification, and proceed in accordance with Section 5 "Transition Procedure."
- 9.8.4 The Parties agree that activity by SBC TEXAS under this Section shall not be subject to the Network Disclosure Rules.
- 9.8.5 SBC TEXAS is not obligated to provide to MCI more than one (1) DS3 251(c)(3) 251(c)(3) UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering unbundled DS3 Loops once MCI has already obtained one.
- 9.8.6 SBC TEXAS is not obligated to provide to MCI more than one (1) DS3 251(c)(3) 251(c)(3) UNE loop per requesting carrier to any single building in

which DS3 Loops have not been otherwise Declassified; accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering unbundled DS3 Loops once MCI has already obtained one DS3 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, MCI submits such an order, at SBC TEXAS's option it may accept the order, but convert any requested DS3 251(c)(3) UNE Loop(s) in excess of the cap of Special Access, and applicable Special Access charges will apply to MCI for such DS3 Loop(s) as of the date of provisioning.

9.9 Routine Network Modifications –251(c)(3) UNE Local Loops:

9.9.1 SBC TEXAS shall make routine network modifications to 251(c)(3) unbundled Local Loop facilities used by MCI where the requested 251(c)(3) loop facility has already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

9.9.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own end user customers where there are no additional charges or minimum term commitments. Routine network modifications include, but are not limited to, 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 SBC TEXAS ordinarily attaches to a 251(c)(3) UNE DS1 Loop to activate such loop for its own End Users under the same conditions and in the same manner that SBC TEXAS does for its own End Users. They also include activities needed to enable a MCI to obtain access to 251(c)(3) UNE Dark Fiber Loops, as provided in section 12.11 of this Appendix. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include 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 or rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits, or 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). for MCI, and SBC TEXAS is not obligated to perform those activities for MCI.

9.9.2.1 SBC TEXAS 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 TEXAS' retail customers.

9.9.2.2 This agreement does not require SBC TEXAS to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC TEXAS 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 TEXAS from

upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops from the network, provided SBC TEXAS complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

- 9.9.3 SBC TEXAS shall provide routine network modifications at the rates, terms and conditions set out in Appendix Pricing.
- 9.10 SBC TEXAS will provide MCIm with access to unbundled 251(c)(3) UNE Local Loops regardless of whether SBC TEXAS uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCIm. Where available, SBC TEXAS will move the requested 251(c)(3) unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) 251(c)(3) unbundled loop(s) at no additional charge. If, however, no such facilities are available, SBC TEXAS will notify MCIm of the lack of available facilities within two (2) business days.
- 9.10.1 If MCIm requests one or more 251(c)(3) unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC), SBC TEXAS will, where available, provide on the requested Loop(s) to a spare, existing Physical loop, or a Universal Digital Loop Carrier (UDLC) Loop at no additional charge to MCIm. If, however, no spare 251(c)(3) unbundled Loop is available, SBC TEXAS will within two (2) Business Days, excluding weekends and holidays, of MCIm's request, notify MCIm of the lack of available facilities.
- 9.11 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCIm pursuant to Section 9.8 not otherwise recovered through existing nonrecurring or recurring rates for 251(c)(3) unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 9.12 Intentionally Omitted.
- 9.13 The Parties acknowledge and agree that SBC TEXAS shall not be obligated to provision any of the 251(c)(3) UNE loops provided for herein to cellular cites or to any other location that does not constitute an End User Customer premises.
- 9.14 MCIm agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

10 **LAWFUL UNE SUBLOOP**

- 10.1. 251(c)(3) UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in SBC TEXAS's outside plant, including inside wire owned or controlled by SBC TEXAS, and the customer premises. A 251(c)(3) UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the 251(c)(3) UNE Subloop. 251(c)(3) UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.
- 10.1.1. A point of technically feasible access is any point in SBC TEXAS's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the

serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

10.2 Definitions pertaining to the 251(c)(3) UNE Sub-Loop:

- 10.2.1 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.
- 10.2.2 "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.
- 10.2.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 10.2.4 251(c)(3) UNE "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 10.2.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.
- 10.2.6 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 10.2.7 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.
- 10.2.8 "SPOI" is defined as a Single Point of Interconnection.
- 10.2.9 "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.
- 10.2.10 "Term-to-NID 251(c)(3) UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID 251(c)(3) UNE Subloop includes use of the Network Terminating Wire (NTW).

10.3 251(c)(3) UNE Subloops.

- 10.3.1 SBC TEXAS shall provide MCI, upon MCI's request, with nondiscriminatory access to 251(c)(3) UNE Subloops on an unbundled basis, including but not limited to:
 - 10.3.1.1 251(c)(3) UNE 2-Wire Analog Subloop provides a 2-wire loop (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 10.3.1.2 251(c)(3) UNE 4-Wire Analog Subloop provides a 4-wire loop (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).

- 10.3.1.3 251(c)(3) UNE 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 10.3.1.4 251(c)(3) UNE ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.
- 10.3.1.5 251(c)(3) UNE xDSL Subloop is as defined in the Post-Triennial Review xDSL Loops Appendix and will be available to MCI in SBC TEXAS in those instances where MCI has an approved and effective Post-Triennial Review 251(c)(3) UNE xDSL Loops Appendix as a part of this Agreement. In addition to the provisions set forth in the Post-Triennial Review 251(c)(3) UNE xDSL Loops Appendix, the 251(c)(3) UNE xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 8, 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 Post-Triennial Review xDSL Loops Appendix as to the 251(c)(3) UNE xDSL Subloop and the 251(c)(3) UNE subloop provisions set forth in this Section 8, the 251(c)(3) UNE subloop provisions set forth in this Section 8 shall control.

10.3.2 Subloops for Multiunit Premises Access and NIDs

- 10.3.2.1 Intentionally Omitted.
- 10.3.2.2 SBC TEXAS will construct a SPOI only to those Multi-Unit premises where SBC TEXAS has distribution facilities to the premises and SBC TEXAS either owns controls or leases the inside wire, if any at such premises. If SBC TEXAS has no facilities which it owns, controls or leases at a multi-unit premises through which it serves or can serve customers at such premises, it is not obligated to construct a SPOI. SBC TEXAS's obligation to build a SPOI for multi-unit premises only arises when MCI indicates that it will place an order for an 251(c)(3) unbundled subloop network element via a SPOI. This obligation is in addition to SBC TEXAS's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of SBC TEXAS under forward-looking pricing principles, shall be resolved under the dispute resolution processes in this Agreement.

10.4 251(c)(3) UNE Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to 251(c)(3) UNE Subloops

- 10.5.1 Access to terminals for 251(c)(3) UNE Subloops is defined to include:
 - 10.5.1.1 any technically feasible point, near the end user customer's 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 customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 MCIIm may request access to the following Subloop segments:

FROM	TO
1. Intentionally Omitted	Intentionally Omitted
2. Intentionally Omitted	Intentionally Omitted
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. Network Interface Device	Stand Alone
7. SPOI (Single Point of Interface) ¹	Network Interface Device
8. Intentionally Omitted	Intentionally Omitted
9. Intentionally Omitted	Intentionally Omitted
10. Intentionally Omitted	Intentionally Omitted

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific 251(c)(3) UNE subloop circuit(s).

10.7.2 Spare 251(c)(3) UNE subloop(s) will be assigned to MCIIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

10.7.3 Provisioning intervals for 251(c)(3) UNE subloops shall be governed by MCIIm's state-specific contract interval for the stand-alone, full 251(c)(3) unbundled Network Element. For example, the provisioning interval for DSL-capable 251(c)(3) UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.8 Maintenance:

10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the

¹ Provided using the BFR Process. In addition, if MCIIm requests an Interconnection Point which has not been identified, MCIIm will need to submit a BFR.

251(c)(3) UNE subloop from the SBC TEXAS switch/testing equipment will be lost.

- 10.8.2 Once 251(c)(3) UNE Subloop Access Arrangements have been completed and balance of payment due SBC TEXAS is received, MCI may place LSRs for subloops at this location. Prices at which SBC TEXAS agrees to provide MCI with 251(c)(3) unbundled Network Elements are contained in the state specific Appendix Pricing.
- 10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCI has a SAA, SBC TEXAS's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCI's cabling require replacement, SBC TEXAS will provide prompt notification to MCI for MCI to provide the replacement cable to be terminated as necessary.
- 10.8.4 SBC TEXAS shall charge MCI a Maintenance of Service Charge (MSC) when MCI reports a suspected failure of a 251(c)(3) UNE and SBC TEXAS dispatches personnel to the End User Customer's premises or an SBC TEXAS Central Office and trouble was not caused by SBC TEXAS's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Such charges may be found in Appendix Pricing or tariffs.

10.9 Subloop Access Arrangements:

- 10.9.1 Whenever MCI wants to combine 251(c)(3) UNE subloops with other MCI elements, MCI will, prior to ordering 251(c)(3) UNE subloop facilities, establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a 251(c)(3) UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC TEXAS subloop network.
- 10.9.2 The space available for combining, collocating or obtaining various 251(c)(3) UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCI will initiate a Special Construction Arrangement (SCA) by submitting a 251(c)(3) UNE Subloop Access Arrangement Application.
- 10.9.3 Upon receipt of a complete and correct application, SBC TEXAS will provide to MCI within thirty (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 MCI submits a request to provide a written estimate for 251(c)(3) UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 10.9.4 The assignment of 251(c)(3) 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 subloop facilities.
- 10.9.5 251(c)(3) UNE Subloop inquiries do not serve to reserve 251(c)(3) UNE subloop(s).
- 10.9.6 Several options exist for Collocation or 251(c)(3) 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.

- 10.9.7 MCIIm will be responsible for obtaining rights of way from owners of property where SBC TEXAS has placed the equipment necessary for the 251(c)(3) UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 Prior to submitting the 251(c)(3) UNE Sub-Loop Access Arrangement Application for SCA, MCIIm shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both MCIIm and SBC TEXAS to successfully implement 251(c)(3) UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the 251(c)(3) UNE Subloop Access Arrangement shall be completed within ninety (90) days of MCIIm submitting to SBC TEXAS 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 TEXAS will not begin any construction under the SCA until MCIIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIIm disputes the estimate for an 251(c)(3) UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, SBC TEXAS will proceed with construction of the 251(c)(3) UNE Subloop Access Arrangement upon receipt from MCIIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIIm 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.
- 10.9.10 Upon completion of the construction activity, MCIIm will be allowed to test the installation with an SBC TEXAS technician. If MCIIm desires test access to the 251(c)(3) UNE Subloop Access Arrangement, MCIIm should place its own test point in its cable prior to cable entry into SBC TEXAS's interconnection point.
- 10.9.11 A non-binding MCIIm forecast shall be required as a part of the request for a 251(c)(3) UNE Subloop Access Arrangement, identifying the 251(c)(3) UNE subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC TEXAS to properly engineer access to each SAI and to ensure SBC TEXAS does not provide more available terminations than MCIIm expects to use.
- 10.9.12 In order to maximize the availability of terminations for all CLECs, MCIIm shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. MCIIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 10.9.13 Unused MCIIm 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 MCIIm expense.
- 10.9.14 In the event MCIIm elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCIIm shall pay SBC TEXAS for removal of their facilities from such arrangement.

10.10 251(c)(3) UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

- 10.10.1.1 MCIm cable to be terminated in an SBC TEXAS SAI/FDI, or Terminal, shall consist of 22 or 24-guage 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. MCIm's Aerial cables should be aircore.
- 10.10.1.2 MCIm 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 TEXAS will terminate on available binding posts in the SAI/FDI or Terminal.
- 10.10.1.3 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC TEXAS will stub out a cable from the SAI/FDI or Terminal, which SBC TEXAS will splice to MCIm's cable at the meet point.
- 10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.
- 10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIm and SBC TEXAS are mutually agreeable, SBC TEXAS_ may increase capacity of the SAI/FDI by the method of it's choice, for which MCIm will be charged a portion of the expense to be determined by duly authorized MCIm and SBC TEXAS_ engineers for the purpose of allowing MCIm to terminate it's cable at the SAI/FDI.
- 10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, SBC TEXAS may choose to increase the capacity of the terminal or, upon MCIm's request, to construct an adjacent termination facility to accommodate the MCIm facilities for which MCIm will be charged.

10.11 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

- 10.11.1 SBC TEXAS shall notify MCIm of pending relocation as soon as SBC TEXAS receives such notice.
- 10.11.2 MCIm shall notify SBC TEXAS of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 10.11.3 SBC TEXAS shall then provide MCIm 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 by MCIm and SBC TEXAS engineers.
- 10.11.4 MCIm shall notify SBC TEXAS of acceptance or rejection of the new SCA within ten (10) business days of its receipt of SBC TEXAS estimate.

- 10.11.5 Upon acceptance of the SBC TEXAS estimate, MCI shall pay at least 50% of the relocation costs at the same time as they notify SBC TEXAS of their acceptance of estimate costs.
- 10.11.6 Should MCI decide not to continue the SAA, MCI will notify SBC TEXAS as to the date that SBC TEXAS may remove MCI's facilities from that SAA. MCI will pay SBC TEXAS for all costs associated with the removal of MCI's SAA.
- 10.11.7 In the event that MCI does not respond to SBC TEXAS in time to have their facilities relocated, SBC TEXAS shall move MCI facilities and submit a bill for payment to MCI for the costs associated with the relocation. Should MCI elect not to pay this bill, MCI's facilities will be removed from the site upon thirty (30) days notice to MCI.
- 10.12 Retirement of Copper 251(c)(3) UNE SubLoops. Prior to retiring any Copper 251(c)(3) UNE SubLoop that has been replaced with a Fiber-to-the-Home Loop, SBC TEXAS shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

11 ENGINEERING CONTROLLED SPLICE (ECS)

- 11.1 SBC TEXAS will make available an Engineering Controlled Splice (ECS), which will be owned by SBC TEXAS, for MCI to gain access to 251(c)(3) UNE subloops at or near remote terminals.
- 11.2 The ECS shall be made available for SAAs utilizing the SCA.
 - 11.2.1 MCI 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 MICHIAN will construct any 251(c)(3) UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC TEXAS elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
 - 11.2.2 MCI 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 TEXAS places more pairs at the splice.
 - 11.2.3 SBC TEXAS 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 TEXAS will construct the engineering controlled splice, the ECS maybe owned by SBC TEXAS or the MCI (depending on the specific arrangement) at the option of SBC TEXAS.
 - 11.2.4 If more than one CLEC 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.

- 11.2.5 SBC TEXAS may require a separate SCA for each remote terminal site.
- 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper 251(c)(3) UNE subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.
- 11.3 MCIIm will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
 - 11.3.1 Dedicated Facility Option (DFO)
 - 11.3.1.1 MCIIm may request SBC TEXAS splice the existing cabling between the ECS and the SAI to MCIIm's SAA facility. This facility will be "dedicated" to MCIIm for subsequent 251(c)(3) UNE subloop orders.
 - 11.3.1.2 MCIIm must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
 - 11.3.1.3 MCIIm will compensate SBC TEXAS for each of the dedicated subloop facilities, based on recurring 251(c)(3) UNE subloop charges for the quantity of 251(c)(3) UNE subloops dedicated to MCIIm between the ECS and the SAI.
 - 11.3.2 Cross-connected Facility Option (CFO)
 - 11.3.2.1 MCIIm may request SBC TEXAS build an ECS cross-connect junction on which to terminate MCIIm's SAA facility.
 - 11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC TEXAS cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC TEXAS cabling.
 - 11.3.2.3 MCIIm must designate the quantity of 251(c)(3) UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
 - 11.3.2.4 MCIIm will compensate SBC TEXAS for the charges incurred by SBC TEXAS derived from MCIIm's request for the SCA.

12 **LAWFUL UNE DARK FIBER**

- 12.1 Subject to Sections 2 and 3 of this Appendix 251(c)(3) UNE, SBC TEXAS shall provide 251(c)(3) unbundled Dedicated Transport Dark Fiber.
- 12.2 In SBC TEXAS unbundled 251(c)(3) UNE Dedicated Transport Dark Fiber is deployed unlit optical fiber within SBC TEXAS's network.
 - 12.2.1 251(c)(3) UNE Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. MCIIm may only subscribe to dark fiber that is considered "spare," as defined herein. 251(c)(3) UNE Dark Fiber is deployed unlit fiber optic cable that connects two points within the SBC TEXAS's network. 251(c)(3) UNE Dark fiber is fiber that has not been activated

through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

12.2.2 Intentionally Omitted.

12.2.3 251(c)(3) UNE Dedicated Transport Dark Fiber is defined as SBC TEXAS Dark Fiber interoffice transmission facilities dedicated to MCIIm that are within SBC TEXAS's switches or wire centers within a LATA. SBC TEXAS is not obligated to provide MCIIm with unbundled access to Dedicated Transport that does not connect a pair of SBC wire centers. SBC TEXAS will offer 251(c)(3) UNE Dedicated Transport Dark Fiber to MCIIm when MCIIm has collocation space in each SBC TEXAS Central Office where the requested 251(c)(3) UNE Dedicated Transport Dark Fiber(s) terminate.

12.2.4 A "route" is defined as a transmission path between one of SBC TEXAS's wire centers or switches and another of SBC TEXAS's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.3 251(c)(3) UNE Loop Dark Fiber

12.3.1 SBC TEXAS is not required to provide Loop Dark Fiber on an unbundled basis, except as otherwise set forth in this Appendix.

12.3.1.1 As to each dark fiber Loop, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC TEXAS shall continue to provide access to MCIIm's embedded base of dark fiber Loops (i.e. only dark fiber Loop ordered by MCIIm *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCIImetro Access Transmission Services LLC TEXAS Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCIIm's disconnection or other discontinuance of use of one or more of the dark fiber Loop;

(b) MCIIm's transition of an dark fiber Loop to an alternative arrangement; or

(c) September 11, 2006.

12.3.1.1.1 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCIImetro Access Transmission Services LLC TEXAS Interconnection Agreement beyond its term.

12.4 251(c)(3) UNE Dedicated Transport Dark Fiber

12.4.1 Subject to Section 5 and this Section 12.4 of this Appendix 251(c)(3) UNE, SBC TEXAS shall provide MCI, upon MCI's request, with nondiscriminatory access to 251(c)(3) UNE Dedicated Transport Dark Fiber on an unbundled basis; provided, however, that SBC TEXAS need not provide MCI with 251(c)(3) UNE Dedicated Transport of OCn levels or higher.

12.4.2 Intentionally Omitted.

12.4.2.1 SBC TEXAS shall provide MCI with access to 251(c)(3) UNE Dedicated Transport Dark Fiber, except on wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, SBC TEXAS must provide 251(c)(3) UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, MCI may not order or otherwise obtain, and MCI will cease ordering 251(c)(3) UNE Dedicated Transport Dark Fiber on such route(s). Products provided by SBC TEXAS in conjunction with 251(c)(3) UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified. The Parties agree that activity by SBC TEXAS under this Section 12.11 shall not be subject to the Network Disclosure Rules.

12.4.2.2 Intentionally Omitted.

12.4.2.3 As to each dark fiber Transport, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC TEXAS shall continue to provide access to MCI's embedded base of dark fiber Transport (i.e. only dark fiber Transport ordered by MCI *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement for a transitional period of time, ending upon the earlier of:

(a) MCI's disconnection or other discontinuance of use of one or more of the dark fiber Transport;

(b) MCI's transition of an dark fiber Transport to an alternative arrangement; or

(c) September 11, 2006.

Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement beyond its term.

12.4.3 Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

12.4.4 Wire Center "Tiers" -- For purposes of this Section 15.5 (and Section 12 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

12.4.4.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

12.4.4.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

12.4.4.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

12.4.5 Intentionally Omitted.

12.5 Spare Fiber Inventory Availability and Condition

12.5.1 All available spare 251(c)(3) UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare 251(c)(3) UNE Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare 251(c)(3) UNE Dedicated Transport dark fiber does not include maintenance spares, fibers set aside and documented for SBC TEXAS's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

12.6 Determining Spare Fibers:

12.6.1 SBC TEXAS will inventory spare 251(c)(3) UNE Dedicated Transport Dark Fiber. Spare 251(c)(3) UNE Dedicated Transport Dark Fiber do not include the following:

12.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

12.6.1.1.1 Cables with 24 fibers and less: 2 maintenance spare fibers

12.6.1.1.2 Cables with 36 and 48 fibers: 4 maintenance spare fibers

12.6.1.1.3 Cables with 72 and 96 fibers: 8 maintenance spare fibers

12.6.1.1.4 Cables with 144 fibers: 12 maintenance spare fibers

12.6.1.1.5 Cables with 216 fibers: 18 maintenance spare fibers

12.6.1.1.6 Cables with 288 fibers: 24 maintenance spare fibers

12.6.1.1.7 Cables with 432 fibers: 36 maintenance spare fibers

12.6.1.1.8 Cables with 864 fibers: 72 maintenance spare fibers

12.6.1.2 Defective fibers - Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCI for use under this Agreement.

- 12.6.1.3 SBC TEXAS growth fibers. Fibers documented as reserved by SBC TEXAS for utilization for growth within the 12 month-period following the carrier's request.
 - 12.6.2 The appropriate SBC TEXAS engineering organization will maintain records on each fiber optic cable for which MCI request 251(c)(3) UNE Dedicated Transport Dark Fiber.
- 12.7 Quantities and Time Frames for ordering Dedicated Transport Dark Fiber
 - 12.7.1 MCI may order dark fiber on a strand-by-strand basis. Should spare 251(c)(3) UNE Dedicated Transport Dark Fiber fall below 8 strands in a given location, SBC TEXAS will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.
 - 12.7.2 If MCI wishes to request 251(c)(3) UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing MCI's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, SBC TEXAS shall provide to MCI information regarding the location and availability. When MCI submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
 - 12.7.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC TEXAS will notify MCI and MCI may place an Access Service Request (ASR) for the 251(c)(3) UNE Dedicated Transport Dark Fiber.
 - 12.7.3 251(c)(3) UNE Dedicated Transport Dark Fiber will be assigned to MCI only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve 251(c)(3) UNE Dedicated Transport Dark Fiber. When MCI submits the ASR, the ASR will be processed and the 251(c)(3) UNE Dedicated Transport Dark Fiber facilities assigned for use by MCI within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.
 - 12.7.3.1 Prior to completing any order for dark fiber submitted by MCI, SBC TEXAS shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCI. If, in MCI's sole discretion, such AML reading indicates that the dark fiber does not meet MCI's usability and performance requirements, MCI may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office Inquiry charges associated with that order.
- 12.8 Right of Revocation of Access to 251(c)(3) UNE Dedicated Transport Dark Fiber
 - 12.8.1 Right of revocation of access to 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in the "Lifting of Unbundling Declassification Section" of this Appendix 251(c)(3) UNE. For clarification purposes, SBC TEXAS's right of revocation of access under this section applies even when the affected 251(c)(3) UNE Dedicated Transport Dark Fiber remain subject to unbundling obligations under Section 251(c)(3) of the Act, in which case MCI's rights to the affected network element may be revoked as provided in this section.

- 12.8.1.1 SBC TEXAS may reclaim 251(c)(3) UNE Dedicated Transport Dark Fiber from MCIIm upon at least twelve (12) months written notice only if:
 - 12.8.1.2 SBC TEXAS negotiates with MCIIm in good faith to address MCIIm's concerns related to SBC TEXAS's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;
 - 12.8.1.3 SBC TEXAS demonstrates to the Commission that SBC TEXAS reasonably needs the 251(c)(3) UNE Dedicated Transport Dark Fiber to meet its carrier-of-last-resort responsibilities within twelve (12) months following the reclamation; and
 - 12.8.1.4 SBC TEXAS provides MCIIm with an alternative facility with the same bandwidth MCIIm was using or had committed to use prior to SBC TEXAS reclaiming the facility, provided that SBC TEXAS shall use commercially reasonable efforts to ensure that the alternative facility does not result in any additional costs or charges to MCIIm or reduce the quality of MCIIm's services.
- 12.8.2 Should MCIIm not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date SBC TEXAS provided the fiber(s), SBC TEXAS may revoke MCIIm's access to the 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber and recover those fiber facilities and return them to SBC TEXAS inventory. SBC TEXAS may reclaim from MCIIm the right to use 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber, whether or not the 251(c)(3) UNE Dedicated Transport and Loop Dark Fiber is being utilized by MCIIm, upon twelve (12) months' written notice to MCIIm. SBC TEXAS will provide an alternative facility for MCIIm with the same bandwidth MCIIm was using prior to reclaiming the facility. SBC TEXAS must also demonstrate to MCIIm that the 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber will be needed to meet SBC TEXAS's bandwidth requirements within the twelve (12) months following the revocation.
- 12.9 Access Methods specific to 251(c)(3) UNE Dark Fiber
- 12.9.1 The demarcation point for 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber at Central Offices, Remote Terminals and End User premises will be in an SBC TEXAS approved splitter shelf. This arrangement allows for non-intrusive testing.
 - 12.9.2 At SBC TEXAS Central Offices, 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber terminates on a fiber distribution frame, or equivalent in the Central Office. MCIIm access is provided pursuant to Method 1 (Section 4 of this Appendix 251(c)(3) UNE), which is the only method of access for Dark Fiber.
- 12.10 Installation and Maintenance for 251(c)(3) UNE Dark Fiber
- 12.10.1 SBC TEXAS will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. MCIIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIIm's equipment.

12.11 Dark Fiber Transport Declassification

12.11.1 Intentionally Omitted.

12.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by MCI as 251(c)(3) UNEs under this Agreement, SBC TEXAS will provide written notice to MCI of such Declassification, and proceed in accordance with Section 5 "Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC TEXAS.

12.12 Routine Network Modifications - Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber

12.12.1 SBC TEXAS shall make routine network maintenance modifications to unbundled 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCI for the provision of Telecommunication Services where the requested 251(c)(3) UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities have already been constructed. SBC TEXAS shall perform routine network modifications to unbundled 251(c)(3) UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport Dark Fiber or Loop Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

12.12.1.1 SBC TEXAS will make routine network modifications for 251(c)(3) dark fiber loop facilities as outlined in sections 9.7.1 to 9.7.3 of this Appendix.

12.12.1.2 SBC TEXAS will make routine network modifications for 251(c)(3) dark fiber unbundled dedicated transport facilities as outlined in sections 15.11.1. to 15.11.4 of this appendix.

12.12.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e. optronics) and SBC TEXAS is not obligated to perform those activities for a requesting Telecommunications Carrier.

12.12.2.1 SBC TEXAS shall provide routine network modifications at the rates, terms and conditions set out in this Appendix 251(c)(3) UNE and in the Appendix Pricing.

13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P

13.1 The Parties acknowledge that if MCI does not have an Embedded Base of ULS/UNE-P end user customers served through this Agreement then the terms and conditions of this Section 13 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and MCI reserves its rights as to whether the requirements of this Section 13 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCI is not

permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

13.2 Transitional Provision of Embedded Base of ULS and UNE-P.

13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC TEXAS shall continue to provide access to MCI's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCI *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement for a transitional period of time, ending upon the earlier of:

13.2.1.1 MCI's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

13.2.1.2 MCI's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

13.2.1.3 March 11, 2006.

13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement beyond its term.

13.2.2 SBC TEXAS's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCI may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC TEXAS may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth below, SBC TEXAS shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

13.2.3.1 The Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC TEXAS Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.

13.3.1 Notwithstanding anything in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC TEXAS Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:

13.3.1.1 the rate at which MCIIm obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or

13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.

13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCIIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

13.3.3 MCIIm shall be fully liable to SBC TEXAS to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

13.4 End of Transitional Period for ULS and UNE-P.

13.4.1 MCIIm will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

13.4.1.1 To the extent that there are MCIIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, SBC TEXAS, without further notice or liability, will re-price such arrangements to a market-based rate.

14 INTENTIONALLY OMITTED

15 251(c)(3) UNE DEDICATED TRANSPORT

15.1 Definitions

15.1.1 251(c)(3) UNE Dedicated Transport" (DS1, DS3 or Dark Fiber) is an interoffice transmission path, to which MCIIm is granted exclusive use, between an MCIIm-designated location in one of SBC TEXAS's wire centers or switches within a LATA and an MCIIm-designated location in another of SBC TEXAS's wire centers or switches within a LATA. Such MCIIm-designated locations may include MCIIm network components as located within connecting SBC TEXAS's wire centers or switches within a LATA. Such MCIIm-designated locations may also include other carriers' network components located within SBC TEXAS's wire centers or switches, as permitted by other carriers via a letter of authorization.

15.2 Subject to Section 5 ("Declassification") of this Appendix 251(c)(3) UNE, SBC TEXAS shall provide MCIIm with nondiscriminatory access to DS1 and DS3 251(c)(3) UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this

Agreement only where such facilities exist at the time of MCI's request and only over routes that have not been Declassified.

15.2.1 SBC TEXAS will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide 251(c)(3) UNE Dedicated Transport.

15.2.2 SBC TEXAS will provide 251(c)(3) UDT to MCI only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

15.2.3 251(c)(3) Unbundled Dedicated Transport includes the following elements:

15.2.3.1 a circuit between two SBC TEXAS switches or Wire Centers within SBC TEXAS's network within the LATA.

15.2.3.2 Multiplexing – an option ordered in conjunction with 251(c)(3) UNE dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Unbundled Dedicated Transport.

15.2.3.3 Other optional features are outlined in Appendix Pricing.

15.3 Dedicated DS1 Transport.

15.3.1 Subject to the cap described in section 15.3.4 SBC TEXAS shall provide CLEC with access to 251(c)(3) UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC TEXAS must provide 251(c)(3) UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Dedicated Transport on such route(s).

15.3.2 Cap on DS1 Dedicated Transport. SBC TEXAS is not obligated to provide to CLEC more than ten (10) DS1_251(c)(3) UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1_251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this section, CLEC submits such an order, at SBC TEXAS's option it may accept the order, but convert any requested DS1 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

15.3.3 Intentionally Omitted.

15.4 Intentionally Omitted.

15.4.1 Intentionally Omitted.

15.4.2 Cap on Dedicated DS3 Transport. SBC TEXAS is not obligated to provide to CLEC more than twelve (12) DS3 251(c)(3) UNE Dedicated Transport circuits on

each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS will accept the order, but convert any requested DS3 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

15.4.3 Transition period for Dedicated DS3 Transport.

15.4.3.1 Intentionally Omitted.

15.4.3.2 Subject to the cap described above, SBC TEXAS shall provide CLEC with access to 251(c)(3) UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC TEXAS must provide 251(c)(3) UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Dedicated Transport on such route(s).

15.4.3.3 Intentionally Omitted.

15.5 Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

15.6 Wire Center "Tiers" -- For purposes of this Section 15.5 (and Section 12 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

15.6.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

15.6.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

15.6.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

15.7 Intentionally Omitted.

15.8 Diversity

- 15.8.1 When requested by MCI_m, physical diversity shall be provided for 251(c)(3) Unbundled Dedicated Transport. When MCI_m requests physical diversity and facilities do not exist at the time of MCI_m's request, SBC TEXAS shall provide such facilities in accordance with the requirements of section 2.10.19. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 15.8.2 SBC TEXAS shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When additional costs are incurred by SBC TEXAS for MCI_m specific diversity, SBC TEXAS will advise MCI_m of the applicable additional charges. SBC TEXAS will not process the request for diversity until MCI_m accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until MCI_m accepts the additional charges.
- 15.9 Digital Cross-Connect System (DCS)
 - 15.9.1 SBC TEXAS will offer Digital Cross-Connect System (DCS) as part of the Interoffice Transport element with the same functionality that is offered to inter-exchange carriers. DCS requested by MCI_m shall be subject to additional charges as outlined in Appendix Pricing.
- 15.10 Network Reconfiguration Service (NRS)
 - 15.10.1 SBC TEXAS will offer reconfiguration service as part of the 251(c)(3) UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in pursuant to Access Tariff FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.
- 15.11 Transitional Provision of Embedded Base DS1/DS3 Dedicated Transport
 - 15.11.1 As to each DS1/DS3 Dedicated Transport, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC TEXAS shall continue to provide access to MCI_m's embedded base of DS1/DS3 Dedicated Transport (i.e. only DS1/DS3 Dedicated Transport ordered by MCI_m before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI_{metro} Access Transmission Services LLC TEXAS Interconnection Agreement for a transitional period of time, ending upon the earlier of:
 - 15.11.1.1 MCI_m's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
 - 15.11.1.2 MCI_m's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
 - 15.11.1.3 March 11, 2006.
 - 15.11.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the

MCImetro Access Transmission Services LLC TEXAS Interconnection Agreement beyond its term.

15.11.2 Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, SBC TEXAS will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 5 "Notice and Transition Procedure."

15.11.2.1 Products provided by SBC TEXAS in conjunction with 251(c)(3) UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this section and Section 5 "Notice and Transition Procedure" where such Transport is Declassified.

15.11.2.2 The Parties agree that activity by SBC TEXAS under this section shall not be subject to the Network Disclosure Rules.

15.12 Routine network modifications.

15.12.1 SBC TEXAS shall make routine network modifications to 251(c)(3) unbundled Dedicated Transport ("UDT") facilities used by requesting telecommunications carriers where the requested 251(c)(3) UDT facilities have already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) UDT facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that SBC TEXAS regularly undertakes for its own end user 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; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer under the same conditions and in the same manner that SBC TEXAS does for its own end user customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include constructing new 251(c)(3) Unbundled Dedicated Transport facilities, 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 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 MCIm; removing or reconfiguring packetized transmission facility; the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). SBC TEXAS is not obligated to perform those activities for MCIm. SBC TEXAS 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 TEXAS' retail customers. This agreement does not require SBC TEXAS to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC TEXAS 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 TEXAS from upgrading a customer from a TDM-based service to a packet switched or packet

transmission service. SBC TEXAS shall provide routine network modifications at the rates, terms and conditions set out in Appendix Pricing.

16 911 or E911 DATABASE

16.1 Access to the SBC TEXAS 911 or E911 call related databases will be provided as described in the 251(c)(3) 911 and E911 Appendix.

17 INTENTIONALLY OMITTED

18 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

18.1 SBC TEXAS shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an 251(c)(3) unbundled basis to MCIIm for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC TEXAS's databases and information. SBC TEXAS, as part of its duty to provide access to the pre-ordering function, must provide MCIIm with nondiscriminatory access to the same detailed information about the 251(c)(3) loop that is available to SBC TEXAS. Access to OSS is available as described in Appendix OSS.

19 CROSS CONNECTS

19.1 MCIIm shall pay SBC TEXAS for cross connects at the rates set forth in Appendix Pricing of this Agreement.

20 PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS

20.1 Provisioning/Maintenance of 251(c)(3) Unbundled Network Elements

20.1.1 MCIIm may order from SBC TEXAS multiple individual 251(c)(3) unbundled Network Elements on a single order subject to OSS specifications without the need to have MCIIm send an order for each such 251(c)(3) unbundled Network Element if such 251(c)(3) unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

20.1.2 SBC TEXAS shall provide all provisioning services to MCIIm during the same business hours SBC TEXAS provisions similar services for its end user customers or other CLECs.

20.1.3 SBC TEXAS shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC TEXAS's 251(c)(3) unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of 251(c)(3) unbundled Network Elements or combinations.

20.1.4 SBC TEXAS shall provide to MCIIm a Single Point of Contact (Local Service Center or LSC) for ordering 251(c)(3) unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance,

order issuance, and return of the FOC to MCI as specified in Performance Measurements Appendix. In addition, SBC TEXAS shall provide to MCI a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

- 20.1.5 SBC TEXAS will recognize MCI as the customer of record of all Network Elements on an 251(c)(3) unbundled basis and Combinations ordered by MCI and will send all notices, invoices and pertinent customer information directly to MCI.
- 20.1.6 SBC TEXAS may not initiate any disconnection or rearrangement of any MCI ordered 251(c)(3) Network Element on an unbundled basis or Combination, except as directed by MCI or as otherwise provided in this Agreement.
- 20.1.7 SBC TEXAS will provide MCI with a Firm Order Confirmation (FOC) for each order for all 251(c)(3) Network Elements on an unbundled basis. The FOC shall contain an enumeration of MCI's ordered 251(c)(3) unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. SBC TEXAS must return the FOC for 251(c)(3) unbundled Network Elements and combinations within five (5) hours of SBC TEXAS's receipt of any electronically submitted order and within twenty-four (24) hours of SBC TEXAS's receipt of any manually submitted (faxed) order.
- 20.1.8 SBC TEXAS shall provision 251(c)(3) unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.
- 20.1.9 SBC TEXAS agrees to negotiate with MCI prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
 - 20.1.10.1 If SBC TEXAS requests the new conversion time, the applicable line connection charge shall be waived; and
 - 20.1.10.2 If MCI requests the new conversion time, MCI shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.
- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an 251(c)(3) unbundled Network Element at the MCI collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of SBC TEXAS to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCI to perform any of its obligations set forth in this

Agreement, or (ii) any delay, act or failure to act by MCI or its end user customer, agent or subcontractor or (b) any Force Majeure Event. SBC TEXAS shall waive the applicable line connection charge for such element.

20.1.13 Upon work completion, SBC TEXAS will provide MCI electronically (unless otherwise notified by MCI) with an order completion per order that states when that order was completed. SBC TEXAS shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

20.1.14 As soon as identified, SBC TEXAS shall provide notification electronically of MCI orders that are incomplete or incorrect and therefore cannot be processed.

20.1.15 As soon as identified, SBC TEXAS shall provide notification electronically of any instances when SBC TEXAS's due dates are in jeopardy of not being met by SBC TEXAS on any element or feature contained in any order for 251(c)(3) unbundled Network Elements. SBC TEXAS shall indicate its new due date as soon as such date is available.

20.1.16 SBC TEXAS shall provide to MCI upon request:

20.1.16.1 A list of all services and features technically available from each switch that SBC TEXAS may use to provide 251(c)(3) Local Switching, by switch CLLI.

20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.

20.1.16.3 When available, all engineering design and layout information for each 251(c)(3) unbundled Network Element and Combination; provided that MCI shall pay SBC TEXAS the costs incurred by SBC TEXAS to provide MCI with copies of such information.

20.1.16.4 A listing of all technically available functionalities for each 251(c)(3) unbundled Network Element or Combination. If MCI orders a technical publication, MCI shall pay SBC TEXAS for the technical publications.

20.1.17 Within twenty-four (24) hours of MCI's request, SBC TEXAS will perform cooperative testing with MCI (including trouble shooting to isolate any problems) to test 251(c)(3) unbundled Network Elements or Combinations purchased by MCI in order to identify any performance problems.

20.1.18 For orders of 251(c)(3) unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among SBC TEXAS, MCI and MCI's customer, MCI shall be responsible for any necessary coordination with its customer.

20.1.19 Access to 251(c)(3) unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as SBC TEXAS may elect at its own discretion, but also at parity and on a nondiscriminatory basis. SBC TEXAS will provide access to 251(c)(3) unbundled Network Elements where technically feasible. Where UNE facilities are not available and are not subject to the terms and conditions of Routine Network Modification as specified elsewhere in this Appendix, SBC TEXAS will consider MCI's requests for

building or construction of UNEs via the Bona Fide Request (BFR) process outlined in Appendix BFR.

- 20.1.20 Subject to the terms herein, SBC TEXAS is responsible only for the provisioning, installation, operation and maintenance of the 251(c)(3) unbundled Network Elements it provides. SBC TEXAS is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIIm through the use of those 251(c)(3) unbundled Network Elements, provided that both SBC TEXAS and MCIIm meet their obligation under this Appendix UNE and the Agreement. MCIIm will be responsible for the product of services it provides its End Users.
- 20.1.21 Where 251(c)(3) unbundled Network Elements provided to MCIIm are dedicated to a single end user customer, if such 251(c)(3) unbundled Network Elements are for any reason disconnected they shall be made available to SBC TEXAS for future provisioning needs, on the same basis SBC TEXAS holds or reassigns such facilities for its own end user customers, unless such 251(c)(3) unbundled Network Element is disconnected in error. MCIIm agrees to relinquish control of any such 251(c)(3) unbundled Network Element concurrent with the disconnection of MCIIm's end user customer service.
- 20.1.22 MCIIm shall make available at mutually agreeable times the 251(c)(3) unbundled Network Elements provided pursuant to this Appendix in order to permit SBC TEXAS to test and make adjustments appropriate for maintaining the 251(c)(3) unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will SBC TEXAS perform scheduled maintenance on any MCIIm 251(c)(3) unbundled Network Element prior to providing reasonable notice to MCIIm in advance of performing such maintenance. SBC TEXAS shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIIm promptly of any emergency maintenance actions it takes effecting MCIIm.
- 20.1.23 MCIIm shall connect equipment and facilities that are compatible with SBC TEXAS's 251(c)(3) unbundled Network Elements and shall use 251(c)(3) unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIIm's use of any SBC TEXAS 251(c)(3) unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC TEXAS 251(c)(3) unbundled Network Element, will not materially interfere with or impair service over any facilities of SBC TEXAS, 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 TEXAS may discontinue or refuse service if MCIIm violates this provision, provided that such termination of service will be limited to MCIIm's use of the 251(c)(3) unbundled Network Element(s) causing the violation.
- 20.1.24 When an existing end user customer served by SBC TEXAS or another CLEC changes service to MCIIm using any SBC TEXAS provided unbundled Network Element(s), MCIIm shall issue appropriate service requests to connect new service to MCIIm's end user customer. MCIIm's service requests will be processed by SBC TEXAS, and MCIIm will be charged the existing unbundled Network Element service order charge(s) as set forth in the Pricing Appendix.

- 20.1.24.1 When end user customers already being provided service by SBC TEXAS migrate to MCI, services will not be modified unless requested by MCI and any service interruptions will not be discernable to the End User.
 - 20.1.24.2 For "As is migrations" see Appendix OSS section 4.5.
- 20.2 If trouble occurs with 251(c)(3) unbundled Network Elements provided by SBC TEXAS, MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in SBC TEXAS's equipment and/or facilities, MCI will issue a trouble report to SBC TEXAS.
 - 20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a 251(c)(3) unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. SBC TEXAS shall apply Time and Material charges for Premises Visits at parity with what SBC TEXAS charges its retail end users customers.
- 20.3 Intentionally Omitted.
- 20.4 MCI shall pay Time and Material charges when SBC TEXAS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC TEXAS or in detariffed CPE provided by SBC TEXAS, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, SBC TEXAS shall not proceed with any repairs pursuant to this section without the consent of MCI's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI with documentation of the end user customer's request.
- 20.5 MCI 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.
- 20.6 If MCI issues a trouble report allowing SBC TEXAS access to the end user customer's premises and SBC TEXAS personnel are dispatched but denied access to the premises, provided SBC TEXAS makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that SBC TEXAS personnel are dispatched. Subsequently, if SBC TEXAS personnel are allowed access to the premises, these charges will still apply.
- 20.7 If MCI requests or approves a SBC TEXAS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCI will pay Time and Material Charges for any additional work to perform such services only in circumstances in which SBC TEXAS would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 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

performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

21 INTENTIONALLY OMITTED

22 ENHANCED EXTENDED LOOPS (EELs)

22.1 Definitions

22.1.1 “Enhanced Extended Link” or “EEL” means an 251(c)(3) unbundled Network Element combination consisting of an 251(c)(3) unbundled UNE Local Loop(s) and 251(c)(3) unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those 251(c)(3) unbundled Network Elements (including, for example, multiplexing capabilities). An EEL is required to terminate in a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE Local Loop must be accessed by MCIIm at such a collocation arrangement via a cross connect).

22.1.2 Intentionally Omitted.

22.1.3 Intentionally Omitted.

22.2 General Requirements

22.2.1 Subject to this Section and Section 22 and Section 6, Conversion of Wholesale Services to UNEs, SBC TEXAS shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether MCIIm seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a service to 251(c)(3) UNEs. SBC TEXAS shall provide EELs to MCIIm as set forth in this Section.

22.2.2 Apart from the service eligibility criteria for High-Capacity EELs as set forth herein, SBC TEXAS shall not impose conditions or limitations upon obtaining access to EELs or other Combinations, such as requiring MCIIm to purchase special access and then convert such facilities to UNEs.

22.3 Eligibility

22.3.1 SBC TEXAS is not obligated, and shall not, provide access to (1) a 251(c)(3) UNE DS1 loop in combination, or Commingled, with a 251(c)(3) dedicated DS1 transport facility or service (DS1 EEL) or a 251(c)(3) dedicated DS3 (or higher) transport facility or service (DS1 EEL), multiplexed onto DS3 transport) or a (2) a 251(c)(3) UNE dedicated DS1 transport in combination, or Commingled, with a 251(c)(3) 251(c)(3) UNE DS1 loop or a 251(c)(3) DS1 channel termination service (DS1 EEL, or a 251(c)(3) UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a 251(c)(3) UNE DS1 loop or a DS1 channel termination service (DS1 EEL), or a 251(c)(3) UNE DS3 loop or a 251(c)(3) DS3 (or higher) channel termination service (collectively, the “Included Arrangements”), unless MCIIm certifies that all of the following conditions are met with respect to the arrangement being sought:

22.3.1.1 MCIIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the

absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. SBC TEXAS hereby acknowledges that MCI has received state certification sufficient to satisfy these criteria.

22.3.1.2 The following criteria are satisfied for each Included Arrangement, , including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

22.3.1.2.1 each DS1 circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC TEXAS local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit; and

22.3.1.2.2 each DS1-equivalent circuit on a DS3 or any other Included Arrangement must have its own Local Telephone Number assignment, so that each DS3 EEL must have at least 28 Local voice Telephone Numbers assigned to it; and

22.3.1.2.3 each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

22.3.1.2.4 each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and

22.3.1.2.5 each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCI will have at least one active DS1 local service interconnection trunk that meets the requirements of section 22.3.1.2.9; and

22.3.1.2.7 each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:

22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an SBC TEXAS premises within the same LATA as MCI's end user customer's premises, when SBC TEXAS is not the collocator; or

22.3.1.2.8.2 located at a third party's premises within the same LATA as MCI's End User premises, when SBC TEXAS is the collocator.

22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCIIm will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

22.3.1.2.10 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a 251(c)(3) UNE Local Loop-to-251(c)(3) Unbundled Dedicated Transport(s)-if any to 251(c)(3) UNE Local Loop (with or without multiplexing) cannot qualify for at least the reason that the 251(c)(3) UNE Local Loop-to 251(c)(3) Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC TEXAS shall not be required to provide, and shall not provide, any 251(c)(3) UNE combination of a 251(c)(3) UNE Local Loop and 251(c)(3) Unbundled Dedicated Transport (whether as a 251(c)(3) UNE combination by themselves, with a network element possessed by MCIIm or pursuant to Commingling) that does not terminate to a collocation arrangement that meets the requirements of Section 22.3.1.2.8 of this Appendix.

22.3.1.2.11 Intentionally Omitted.

22.3.1.2.12 MCIIm must provide the certification required by this section on a form provided by SBC TEXAS. MCIIm will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCIIm shall update such certification promptly with SBC TEXAS.

22.4 Commingling EELs

22.4.1 The terms and condition for the Commingling of EELs are set forth in Section 7 of this Appendix UNE.

22.5 Audits

22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, SBC TEXAS may obtain and pay for an independent auditor to audit MCIIm, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means for a State a consecutive 12-month period, beginning upon SBC TEXAS's written notice that an audit will be performed for that State, subject to Section 22.5.5.

22.5.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue

an opinion regarding MCI's compliance with the qualifying services and the mandatory service eligibility criteria.

- 22.5.3 The independent auditor's report will conclude whether MCI complied in all material respects with this Section.
- 22.5.4 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 22.5.5 To the extent the independent auditor's report concludes that MCI failed to comply with this Section 22, MCI must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/251(c)(3) combination, in whole or in part (notwithstanding any other provision hereof), MCI must convert the 251(c)(3) UNE or 251(c)(3) UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC TEXAS may initiate and affect such a conversion on its own without any further consent by MCI) and MCI shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC TEXAS. In no event shall rates set under Section 252(d)(1) apply for the use of any 251(c)(3) 251(c)(3) UNE for any period in which MCI does not meet the conditions set forth in this Section 22.3 for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC TEXAS shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
 - 22.5.5.1 To the extent that the independent auditor's report concludes that MCI failed to comply in all material respects with this Section 2.15, MCI must reimburse SBC TEXAS for the cost of the independent auditor and for SBC TEXAS's costs in the same manner and using the same methodology and rates that SBC TEXAS is required to pay MCI's costs under Section 22.5.5.2
 - 22.5.5.2 To the extent the independent auditor's report concludes that the MCI complied in all material respects with this Section 22.3, SBC TEXAS must reimburse MCI for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).
- 22.6 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, MCI shall fully comply with this Section 2.15 in all cases and, further, the failure of SBC TEXAS to require such compliance, including if SBC TEXAS provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in this Section 22, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 22.7 Provisioning for EELs
 - 22.7.1 With respect to an EEL, MCI will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments MCI provides to SBC TEXAS from MCI's collocation arrangement.

- 22.7.2 SBC TEXAS will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 22.7.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by MCIIm if available and if MCIIm meets all services eligibility requirements set forth in this Agreement including collocating at least one SBC TEXAS central office that is in the same LATA as the end user customer premises served by the EEL. Additional service eligibility requirements for high capacity EELs that must be met can be found in this Appendix UNE. Low capacity EELs (DS0 unbundled loop combined with a DS1 UDT) are not required to meet the service eligibility requirements and will be provided to MCIIm upon request where available.

XDSL

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1 INTRODUCTION

- 1.1 This Appendix xDSL sets forth the terms and conditions that SBC TEXAS will offer xDSL Loops and Subloops to MCIm for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.
- 1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.
- 1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).
- 1.4 SBC TEXAS shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2 DEFINITIONS

- 2.1 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop as between the SBC TEXAS Main Distribution Frame (MDF) and the terminal location serving the end-user customer, reported at parity with SBC's advanced services affiliate and other CLECs. Any additional length attributed to central office wiring, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's, location is not included in the calculation of Actual Loop Length.
- 2.2 "Conditioning" as used herein shall refer to the removal by SBC TEXAS of load coils, Excessive Bridged Tap, and/or repeaters on an xDSL Loop or Subloop.
- 2.3 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or its equivalent, which may include the Intermediate Distribution Frame (IDF).
- 2.4 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.5 Intentionally Omitted.

- 2.6 "Non-standard xDSL-based Technology" is a loop technology that is not Presumed Acceptable for Deployment. Deployment of Non-standard xDSL-based Technologies are allowed as provided in this Appendix xDSL.
- 2.7 "Plan of Record" as used herein refers to SBC TEXAS's December 7, 1999 filing with the FCC, including any subsequent modifications or additions.
- 2.8 "Presumed Acceptable for Deployment" as used herein means an xDSL technology that complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies Presumed Acceptable for Deployment include, but are not limited to those referenced in Attachment A.
- 2.9 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. This test will be referred to as "Proof of Continuity" or "Continuity Test."
- 2.10 "xDSL Loop" means a Local Loop transmission facility between a distribution frame (or its equivalent) in SBC TEXAS's Central Office and the loop demarcation point at an end user customer premise. "xDSL Loop" includes two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the copper loops are in service or held as spares. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.
- 2.11 "xDSL Subloop" is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC TEXAS's outside plant and the demarcation point at an end user customer's premises, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL subloop is a point in the distribution portion of an xDSL Loop where an SBC TEXAS technician can access the copper at a terminal in SBC TEXAS's outside plant.

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL LOOPS

- 3.1 SBC TEXAS agrees to provide xDSL Loops and Subloops for MCIm to deploy xDSL technologies Presumed Acceptable for Deployment or Non-standard xDSL Technology as defined in this Appendix xDSL. SBC TEXAS will provision xDSL Loops and Subloops on a non-discriminatory basis and at a level at least equal in performance and quality with what it provides to itself, or to any of its affiliates in TEXAS providing advanced services. SBC TEXAS will not impose limitations on the transmission speeds of xDSL services;

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provided, however, SBC TEXAS does not guarantee transmission speeds, available bandwidth nor imply any service level.

- 3.2 MCIm's use of any SBC TEXAS network element, or of its own equipment or facilities in conjunction with any SBC TEXAS network element, will not materially interfere with or impair service over any facilities of SBC TEXAS, or any of its affiliates in TEXAS providing advanced services or connecting carriers involved in SBC TEXAS services, cause damage to SBC TEXAS's plant, impair the privacy of any communications carried over SBC TEXAS's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC TEXAS may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. SBC TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If SBC TEXAS does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions of this Agreement. Any claims of network harm by SBC TEXAS must be supported with specific and verifiable supporting information.
- 3.3 SBC TEXAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, SBC TEXAS will publish non-binding Technical Publications to communicate current standards and their application where required by Applicable Law.
- 3.4 Intentionally Omitted
- 3.5 The provision of xDSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of Excessive Bridged Taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of SBC TEXAS's network and its existing services.
- 3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.
- 3.7 Liability
- 3.7.1 Notwithstanding any other provision of this Appendix, each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC TEXAS facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.
- 3.7.2 For any technology, MCIm's use of any SBC TEXAS network element, or its own equipment or facilities in conjunction with any SBC TEXAS network element, will not materially interfere with or impair service over any facilities of SBC TEXAS,

any of its affiliates in TEXAS providing advanced services or connecting carriers involved in SBC TEXAS services, cause damage to SBC TEXAS's plant, impair the privacy of a communications carried over SBC TEXAS's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC TEXAS may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. Except as may otherwise be provided herein, SBC TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If SBC TEXAS does not believe MCIm has made the sufficient showing that it is not the cause of the harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth elsewhere in this Agreement. Any claims of network harm by SBC TEXAS must be supported with specific and verifiable supporting information.

3.8 Indemnification

- 3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnatee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.8.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.8.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten (10) days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, and all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in

discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.8.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnatee's liability.

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

4 xDSL LOOP OFFERINGS

4.1 xDSL Loops should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.

4.2 For each xDSL Loop described below, MCIm will at the time of ordering, notify SBC TEXAS as to the Power Spectrum Density (PSD) mask of the technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify SBC TEXAS. Likewise, SBC TEXAS will disclose to MCIm, upon request, information with respect to the number of xDSL Loops using advanced service technology within the binder and the type of technology employed on those loops. SBC TEXAS will use the PSD provided by MCIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIm shall provide SBC TEXAS with a technical description of the technology including power masks for inventory purposes.

4.3 2-Wire xDSL Loop: A 2-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Length or greater is optional, subject to Conditioning charges, and will be performed by SBC TEXAS at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.

4.5 4-Wire xDSL Loop: A 4-wire xDSL Loop for purposes of this Appendix shall be defined as a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters or Excessive Bridged Tap. However, Conditioning on loops that are 12,000 feet in Actual Loop Length or greater is optional, subject to Conditioning charges, and will be performed by SBC TEXAS at MCIm's request as more

specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this 4-Wire xDSL Loop.

- 4.6 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital loop transmission facility which supports IDSL-based services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. SBC TEXAS has advised MCIm, through the Accessible Letter or alternate process, which SBC TEXAS central offices are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. MCIm may order 2-Wire Digital ISDN Loops if available elsewhere in this Agreement.
- 4.7 xDSL Subloop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC TEXAS outside plant and the demarcation point at an end user customer premises, as more specifically defined above, over which MCIm may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and based upon industry standards, should not include load coil(s), mid-span repeater(s) or excessive bridged tap(s). However, Conditioning on an existing xDSL Subloop is optional and will be performed by SBC TEXAS at MCIm's request as more specifically provided herein below. The rates set forth in the Appendix Pricing shall apply to this xDSL Subloop.
- 4.7.1 The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Appendix UNE), shall control.

5 LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

SBC TEXAS shall not deny MCIm's request to deploy any DSL technology that is PresumedAcceptable for Deployment by MCIm, unless it has been demonstrated by SBC TEXAS to the Commission in accordance with FCC orders that MCIm's deployment of the specific DSL technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service from a user's perspective as caused by technology. In the event that MCIm wishes to introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission, MCIm shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCIm wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, MCIm will provide documentation describing that action to SBC TEXAS and the Commission before or at the time of its request to deploy such technology within SBC TEXAS. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that

SBC TEXAS rejects a request by MCIm for provisioning of advanced services, SBC TEXAS will disclose to MCIm information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

- 5.1 If an xDSL Loop technology is successfully deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties will consider the technology to be Presumed Acceptable for Deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.
 - 5.1.1 Intentionally Omitted.
 - 5.1.2 If MCIm can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, SBC TEXAS will not deny MCIm's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).
- 5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC TEXAS will provide a loop to support the new technology for MCIm as follows:
 - 5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop that meets the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by SBC TEXAS, then SBC TEXAS will provide MCIm an xDSL Loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire xDSL Loops and associated Loop Conditioning as needed.
 - 5.2.2 In the event that an xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL Loop already provisioned by SBC TEXAS, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.
- 5.3 If a Party claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the other Party and allow the other Party a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that a Party demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the other Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

6 PROVISIONING

- 6.1 SBC TEXAS will not guarantee that the xDSL loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCIm requested testing by SBC TEXAS beyond these parameters would be billed on a time and materials basis at the rates set forth in Appendix Pricing. For loops under 12,000 feet in Actual Loop Length, SBC TEXAS will remove load coils, repeaters, and/or Excessive Bridged Taps at no charge to MCIm. Provisioning shall include Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length and any Conditioning requested by MCIm for loops 12,000 feet in Actual Loop Length or greater.
- 6.2 SBC TEXAS shall provide Acceptance and Cooperative Testing as outlined in Section 9 of this Appendix xDSL
- 6.3 MCIm shall designate, at MCIm's sole option, what Conditioning SBC TEXAS is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitance and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.4 The provisioning and installation interval for xDSL-capable loops where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL Loop) on orders for 1-20 loops per order or per end user customer location, will be three to five (3-5) business days, or the provisioning and installation interval applicable to SBC TEXAS's tariffed xDSL-based services, or any of its affiliates in TEXAS providing advanced services, whichever is shorter.
- 6.5 The provisioning and installation intervals for xDSL Loops, where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to (i) SBC TEXAS's tariffed xDSL-based services or; (ii) any of its affiliates in TEXAS providing advanced services xDSL-based services where Conditioning is required, whichever is shorter. In the event MCIm's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in Appendix Pricing.
- 6.6 Orders for more than 20 xDSL Loops per order or per end user customer location, where no Conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require Conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply at the rates referenced in Appendix Pricing .

- 6.7 Orders for more than 20 xDSL Loops per order which require Conditioning will have a provisioning and installation interval agreed by the Parties in each instance.
- 6.8 Subsequent to the initial order for an xDSL Loop or xDSL Subloop, additional Conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify Conditioning are received for a pending xDSL Loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning pursuant to this subsection will be the same as set forth above.
- 6.9 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL Loop when used to provision ADSL over a DSL Loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7 MAINTENANCE

- 7.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops that are 12,000 feet in Actual Loop Length or greater will only be provided on a time and material basis at the rates referenced in Appendix Pricing . On xDSL Loops where MCIm has requested that no Conditioning be performed, SBC TEXAS's maintenance will be limited to verifying loop suitability based on POTS design criteria. For xDSL Loops having had partial or extensive Conditioning performed at MCIm's request, SBC TEXAS will verify continuity, the completion of all requested Conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For xDSL Loops under 12,000 feet in Actual Loop Length, SBC TEXAS will remove load coils, repeaters, and Excessive Bridged Taps at no charge to MCIm.
- 7.2 SBC TEXAS shall provide, on a nondiscriminatory basis, physical loop test access points to MCIm through a cross-connection to MCIm's collocation space, for the purpose of testing, maintaining, and repairing copper xDSL Loops and copper xDSL Subloops.
- 7.3 SBC TEXAS and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. MCIm may request cooperative testing. If trouble occurs with unbundled Network Elements provided by SBC TEXAS, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in SBC TEXAS's equipment and/or facilities, MCIm will issue a trouble ticket to SBC TEXAS.

- 7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing.
- 7.5 With respect to loop conditioning in the xDSL Loop maintenance phase, SBC TEXAS will verify that any loop Conditioning that the MCIm requested in the xDSL Loop provisioning phase was performed by SBC TEXAS. To the extent that MCIm should wish to order loop Conditioning on an xDSL Loop after the xDSL Loop has been provisioned, MCIm may do so in accordance with the Provisioning Section of this Appendix xDSL. To the extent that MCIm requests, and SBC TEXAS agrees to perform any maintenance beyond the parameters set forth herein with respect to xDSL Loops, MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing.
- 7.6 Repair Intervals: SBC TEXAS will provide resolution of MCIm-referred trouble tickets for xDSL Loops at parity with the interval SBC TEXAS provides itself, other CLECs or any of its affiliates in TEXAS providing advanced services, and pursuant to the terms and conditions set forth below.
- 7.7 Line and Station Transfer or "LST": For an xDSL Loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by SBC TEXAS to resolve a MCIm-initiated xDSL Loop trouble ticket or a trouble identified by SBC TEXAS, SBC TEXAS, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the MCIm on an xDSL Loop currently in service and SBC TEXAS determines that an LST can be performed, SBC TEXAS will contact MCIm to inform that a LST will be performed in lieu of MCIm's requested Conditioning. In such cases that SBC TEXAS elects to perform an LST to resolve the identified trouble, MCIm will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC TEXAS network-related problem, then MCIm will not be charged the LST rate or for SBC TEXAS' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or MCIm network or data equipment, or otherwise is found not to be an SBC TEXAS network-related problem, then MCIm shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

8 SPECTRUM MANAGEMENT

- 8.1 SBC TEXAS agrees that MCIm's order for xDSL-capable Loops will not be delayed by any lack of availability of a specific binder group or "spectrum exhaust." If SBC TEXAS initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.
- 8.2 SBC TEXAS agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC TEXAS will use commercially reasonable efforts to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. SBC TEXAS will

not use Selective Feeder Separation (SFS). SBC TEXAS has opened binder groups to all xDSL services and all xDSL providers, and will not deny any loops on the basis of binder group management designations or business rules, or limit the deployment of xDSL services to certain pair ranges (with the exception of binder groups containing AMI T1 services). SBC TEXAS may not segregate xDSL technologies into designated binder groups without specific Commission or FCC review and approval, or approved industry standard. SBC TEXAS shall not deny MCIm a loop based upon spectrum management issues in the absence of review and approval from the Commission(s). In all cases, SBC TEXAS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by SBC TEXAS as well as competitively neutral as between different xDSL services. Where disputes arise, SBC TEXAS and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of spectrum management, SBC TEXAS will maintain an inventory with respect to the number of loops using advanced services technology within a binder group and the type of technology deployed on those loops, using the PSD mask information provided by MCIm to SBC TEXAS. Upon request from MCIm, SBC TEXAS will disclose within 3-5 business days spectrum management information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant. If there is any dispute between the Parties with respect to this Section, SBC TEXAS will not deny the loop(s), but will continue to provision the loop(s) until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement.

- 8.3 In the event that a loop technology without industry standards for spectrum management is deployed, SBC TEXAS, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. SBC TEXAS will assign the local loop consistent with the agreed-to spectrum management standards.

- 8.3.1 In the event that a relevant Commission, the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, SBC TEXAS and MCIm shall comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies and shall negotiate any conforming modifications which may be needed to this Appendix.

- 8.3.2 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the applicable Commission(s) or FCC, then SBC TEXAS and/or MCIm, must begin the process of bringing its deployed xDSL

technologies and equipment into compliance with such standards at its own expense.

9 ACCEPTANCE TESTING

- 9.1 Intentionally Omitted
- 9.2 Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
 - 9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 9.3 Acceptance Testing Procedure:
 - 9.3.1 Upon delivery of a loop to/for MCIm, SBC TEXAS's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIm so MCIm can initiate performance of a series of Acceptance Tests.
 - 9.3.1.1 For IDSL or 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC TEXAS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
 - 9.3.1.2 For IDSL or 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC TEXAS field technician will not perform a short or open circuit due to technical limitations.
 - 9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as set forth in Appendix Pricing.
 - 9.3.2.1 SBC TEXAS will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC TEXAS may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, as set forth in Appendix Pricing.
 - 9.3.3 If the Acceptance Test fails loop Continuity test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work necessary to correct

the situation. Once the loop is correctly provisioned, SBC TEXAS will re-contact the MCIm representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. If MCIm xDSL service does not function as desired, yet test parameters are met, SBC TEXAS will still close the order. SBC TEXAS will not complete an order that fails Acceptance Testing.

- 9.3.4 Until such time as MCIm and SBC TEXAS agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept IDSL or 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, SBC TEXAS agrees that should MCIm open a trouble ticket and an SBC TEXAS network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an SBC TEXAS fault), SBC TEXAS, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 9.3.5 Intentionally Omitted.
- 9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC TEXAS error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request SBC TEXAS to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.
- 9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

MCIm will be billed for Acceptance Testing of this Appendix for xDSL Loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing.

- 9.4.1 Intentionally Omitted.
 - 9.4.1.1 Intentionally Omitted
 - 9.4.1.2 Intentionally Omitted
 - 9.4.1.3 Intentionally Omitted
 - 9.4.1.4 Intentionally Omitted

9.4.2 Intentionally Omitted.

10 COOPERATIVE TESTING

10.1 Intentionally Omitted.

10.2 Should MCIm desire Cooperative Testing it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

10.3 If the trouble ticket was opened without a request for Cooperative Testing, and MCIm should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

10.4 Cooperative Testing Procedure

10.4.1 The SBC TEXAS field technician will call the LOC and the LOC will contact MCIm for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

10.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as set forth in Appendix Pricing.

10.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact MCIm for another cooperative testing.

10.4.4 SBC TEXAS will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC TEXAS may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as set forth in Appendix Pricing.

11 RATES

11.1 See Appendix Pricing. Conditioning for xDSL loops less than 12,000 feet in Actual Loop Length are at no charge.

11.2 Intentionally Omitted.

11.3 Intentionally Omitted.

11.4 Intentionally Omitted.

11.5 Intentionally Omitted.

12 INTENTIONALLY OMITTED

13 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

13.1 General: SBC TEXAS will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in its Plan of Record. Loop makeup data will be provided as set forth below. MCIm will be given nondiscriminatory access to the same loop makeup information that SBC TEXAS is providing any other CLEC and/or SBC TEXAS's retail operations or its advanced services affiliate in TEXAS.

13.2 Intentionally Omitted.

13.3 Loop Qualification: Subject to Section 13.1 above, SBC TEXAS's uniform GUI (e.g., Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based or other advanced services) and application to application OSS interfaces allow MCIm, as well as SBC TEXAS's retail operations or its advanced services affiliate(s), to have near real time electronic access to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by two separate pricing elements: mechanized and manual. SBC TEXAS shall also provide MCIm with access to electronic loop qualification information during the preorder process, at no charge. However, if MCIm submits a service order the appropriate loop qualification charges set forth in 13.4 shall apply.

13.4 Mechanized Loop Qualification: Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described above will return information in all fields described in SBC's Plan of Record when such information is contained in SBC TEXAS's electronic databases. MCIm will be billed and shall pay a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

13.5 Manual Loop Qualification: Manual loop qualification includes all fields as described in SBC-TEXAS's Plan of Record, when available. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the Pricing Schedule.

13.6 Both categories of Loop qualification (mechanized and manual) are subject to the following:

13.6.1 Loops Less Than 12,000 Feet in Actual Loop Length: If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in Actual Loop Length, Conditioning to remove these elements will be performed without request and at no charge to MCIm.

13.6.2 If MCIm elects to have SBC TEXAS provide loop makeup through a manual process for information not available electronically, then the loop qualification

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interval will be not more than three (3) business days, or the interval provided to any of its affiliates in SBC TEXAS providing advance services, whichever is less.

- 13.6.3 Loops 12,000 Feet or Greater in Actual Loop Length: If the results of the loop qualification indicate that Conditioning is available on a loop that is 12,000 feet in actual loop length or greater, MCI may request that none of the recommended loop Conditioning be performed or that SBC TEXAS perform some or all of the recommended loop Conditioning to remove excessive bridged tap(s), load coil(s) and/or repeater(s) at the rates set forth in the Pricing Schedule.
- 13.7 Where actual loop make-up information is not available, SBC TEXAS will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA.
- 13.8 The Parties agree that in accordance with FCC requirements and Advanced Services POR collaboratives, SBC TEXAS will provide MCI with non-discriminatory access to SBC TEXAS's loop make-up information as set forth in this section 13.8. The loop qualification data elements provided by SBC TEXAS shall be provided at parity with what SBC TEXAS provides itself, any of its affiliates in TEXAS providing advanced services and other CLECs and shall include but not limited to the following fields:
 - 13.8.1 Loop length
 - 13.8.2 Loop length by segment
 - 13.8.3 Length by gauge
 - 13.8.4 26 gauge equivalent loop length (calculated)
 - 13.8.5 Presence of load coils
 - 13.8.6 Quality of load coils (if applicable)
 - 13.8.7 Presence of bridged taps
 - 13.8.8 Length of bridged taps (if applicable)
 - 13.8.9 Presence of pair gain devices, DLC, and/or DAML
 - 13.8.10 Qualification status of the loop based on specified PSD, if no PSD class is specified, the default PSD is class 5 (ADSL)
 - 13.8.11 Presence of repeaters
 - 13.8.12 Location of repeaters
 - 13.8.13 Type of repeaters
 - 13.8.14 Quantity of repeaters
 - 13.8.15 Type of Plant (aerial or buried)
 - 13.8.16 Type of Loop (copper or fiber)
 - 13.8.17 Portion that is copper or fiber
 - 13.8.18 Length that is copper or fiber
 - 13.8.19 Availability of spare facilities
 - 13.8.20 Quantity of bridged tap by occurrence
 - 13.8.21 Location of bridged tap by occurrence
 - 13.8.22 Quantity of Low pass filters
 - 13.8.23 Location of Low pass filters
 - 13.8.24 Quantity of Range extenders
 - 13.8.25 Location of Range extenders
 - 13.8.26 Number of gauge changes
 - 13.8.27 Location of pair gain devices
 - 13.8.28 Location of DLC
 - 13.8.29 Quantity of DLCs
 - 13.8.30 Location of RSU (Remote Switching Unit)

- 13.8.31 Type of RSU (Remote Switching Unit)
- 13.8.32 Resistance Zone

14 INTENTIONALLY OMITTED

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are Presumed Acceptable for Deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically be incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	ATIS T1.413 1998 (Issue 2), T1.423, ITU 992.1
SHDSL	ATIS T1.422, ITU G.991.2
SDSL	(2B1Q) ITU 991.1
IDSL	ATIS T1.601
HDSL	ATIS TR28/ITU 991.1
HDSL2	ATIS T1.418
VDSL	ATIS T1.424
RADSL	no national standard
MVL	no national standard
G.Lite	ATIS T1.419/ITU G.991.2

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by SBC TEXAS.

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

ATTACHMENT YELLOW ZONE ORDERING PROCESS (YZP)**1 INTRODUCTION**

- 1.1 This Attachment YZP sets forth terms and conditions for the Yellow Zone Process ("YZP"), an ordering process which, at MCI's option, applies to xDSL Loops, the High Frequency Portion of the Loop ("HFPL") as applicable, which are central office DSLAM-based only with an Actual Loop Length of 17,500 feet or less, as provided in more detail below. This process is being made available to MCI by SBC TEXAS as a voluntary offer alternative to SBC TEXAS's existing ordering processes. YZP is not available for facilities that are provisioned via a Remote Terminal (RT) in conjunction with SBC TEXAS's hybrid copper/fiber architecture (e.g., SBC's Broadband Service offering(s) or any successor offering(s)).
- 1.2 Intentionally Omitted.
- 1.3 MCI may use SBC TEXAS's Removal of All and Non-Excessive Bridged Tap ("RABT") set forth in Attachment RABT YZP of this Appendix xDSL in conjunction with the Yellow Zone Process ("YZP").
- 1.4 SBC TEXAS shall provide MCI with access to the YZP ordering process on a non-discriminatory basis and at parity with the YZP ordering process it provides to itself, or any of its affiliates in TEXAS providing advanced services and other CLECs. This Attachment is offered by SBC TEXAS as an optional Attachment as a matter of convenience. The Parties acknowledge and agree that this Attachment, including all of the provisions set forth herein, constitutes a voluntary offering that is not mandated by the Act, is not being offered pursuant to sections 251 and 252 of the Act, and is not subject to the arbitration process set forth in section 252 of the Act.

2 DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment YZP.

- 2.1 "Non-excessive bridged tap" as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.2 "Sync Test" as used herein shall refer to the procedures used by MCI, when MCI's provided test equipment, verifies there is communication, or "sync", from MCI's collocated DSLAM to the last cable pair leaving the SBC TEXAS Central Office to the End-User premise.

3 YZP OFFERING

- 3.1 Provisioning Process:
 - 3.1.1 MCI will provide SBC TEXAS with the type of technology it seeks to deploy at the time of ordering, including the PSD of the xDSL technology MCI intends to deploy. If the technology does not fall within an existing PSD mask, then the YZP process set forth in this Attachment shall not apply.
 - 3.1.2 MCI will order eligible HFPL, xDSL Loops, using the Loop Specification Code (SPEC code) or Loop Modification Type (LMT) designated for the YZP process.
 - 3.1.3 MCI may choose to do a mechanized loop qualification prior to placing an initial order via the YZP process, but no manual loop qualification requests shall be submitted when MCI is utilizing the YZP process.

- 3.1.4 SBC TEXAS shall provision orders submitted using the YZP process within three (3) business days for HFPL and five (5) business days for xDSL Loops.

3.2 Maintenance Process

- 3.2.1 The initial YZP service order must have completed and closed prior to the opening of a YZP trouble ticket as a result of MCI_m experiencing a situation in which its DSLAM will not communicate with the end user customer premises. In such event, MCI_m shall choose one of the two options set forth below:

3.2.1.1 OPTION 1: Trouble Ticket

- 3.2.1.1.1 MCI_m may generate a trouble ticket with SBC TEXAS's Local Operations Center (LOC) identifying the reason why MCI_m is experiencing a situation in which its DSLAM will not communicate with the end user customer premises based on maintenance assurance procedures set forth elsewhere in this Agreement, and subject to the terms and conditions set forth herein. Based on MCI_m's own testing, the YZP trouble ticket may be conditioning related. The SBC TEXAS LOC will analyze MCI_m provided test results and try to determine why MCI_m's DSLAM is not communicating with the end user customer premises and will attempt to resolve the trouble by addressing any non-conditioning related reason (to the extent one exists) on SBC TEXAS's side of the network, and/or by conditioning the facility as needed. On YZP-related trouble tickets, SBC TEXAS will offer a five (5) business day interval from the time MCI_m submits the trouble ticket.

- 3.2.1.1.2 SBC TEXAS's LOC may elect to perform Line Station Transfers ("LSTs") in lieu of conditioning when conditioning is not available. The rates for LSTs are set forth in Appendix Pricing of this Agreement.

- 3.2.1.1.3 On loops with Actual Loop Lengths between 12,000 and 17,500 feet, if the xDSL Loop, HFPL has been ordered using the YZP process, SBC TEXAS will use that YZP designation and MCI_m's opening of a trouble ticket as authorization from MCI_m for SBC TEXAS to perform the requested conditioning on the xDSL Loop, the HFPL or the HFPL, including whatever work SBC TEXAS believes is necessary to make the loop work utilizing applicable industry standards, including ANSI T1.417. No separate, loop specific authorization to condition a loop will be required by SBC TEXAS from MCI_m, after the initial YZP trouble ticket is opened. MCI will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth elsewhere in this Agreement.

3.2.1.2 OPTION 2: Disconnect

- 3.2.1.2.1 MCI_m may cancel an order by issuing an LSR requesting a disconnect prior to submitting any trouble ticket (i.e., when MCI_m is utilizing the YZP process and wishes to avail itself of this Option 2, MCI_m shall request a disconnect at the time it determines its DSLAM will not communicate with the end user customer premises on a completed service order). In the event that MCI_m submits an Option 1 trouble ticket but subsequently decides to request an Option 2 disconnect, MCI_m shall pay applicable charges for work actually performed by SBC TEXAS, (including without limitation, the loop conditioning charges set forth elsewhere in this Agreement to the

extent that SBC TEXAS has performed any preparatory work for the loop conditioning and/or has performed any loop conditioning work in response to MCI's trouble ticket) prior to the issuance of the disconnect order.

3.3 Maintenance /Service Assurance

- 3.3.1 SBC TEXAS will provide resolution of MCI-referred YZP trouble tickets for xDSL Loops, the HFPL in parity with the repair intervals SBC TEXAS provides to itself, any of its affiliates in Texas providing advanced services affiliates and other CLECs.
- 3.3.2 Prior to opening a YZP trouble ticket, MCI shall verify the DSLAM is built properly, check the logical translations, perform a loop back test from its DSLAM, ensure proper routing, profile, and modem settings and shall confirm that the problem is not MCI-related.
- 3.3.3 MCI shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch and at the rates set forth in Appendix Pricing of this Agreement. If trouble occurs MCI will first determine whether the trouble is in MCI's own equipment and/or facilities or those of the end user customer. If MCI determines the trouble is in SBC TEXAS's equipment and/or facilities, MCI will issue a trouble report to SBC TEXAS. A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a xDSL loop or the HFPL and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. SBC TEXAS shall apply Time and Material charges for Premises Visits at parity with what SBC TEXAS charges its retail end users customers.

3.4 MCI can open a YZP-related Trouble Ticket by one of the following methods:

- 3.4.1 Via Live Call: MCI can call SBC TEXAS's LOC and open a manual ticket through the call center and in such case, shall identify that the original order was YZP related and whether the trouble ticket is a conditioning related trouble ticket or not; or
- 3.4.2 Via an Electronic Bonding Ticket: MCI can open an electronic bonding ticket and in opening such a ticket, shall note in the 'Remarks' field that the ticket is an YZP-related trouble ticket.

3.5 Trouble Tickets where MCI Identifies Possible Conditioning-Related Trouble:

- 3.5.1 In those instances where MCI's test results indicate (which, in accordance with Section 4.5 below, should include the quantity and location of the number of load coils, repeaters and excessive bridged tap), that the cause of a trouble ticket may be conditioning related, irrespective of whether MCI submits its YZP trouble ticket to SBC TEXAS via live call or an electronic bonding ticket, then MCI shall note on its trouble ticket that the cause of the trouble is possibly conditioning related. The identification by the MCI of a possible conditioning-related trouble on its trouble ticket will allow the SBC TEXAS LOC or to convert it to a YZP conditioning type ticket immediately after checking for potential non-conditioning causes of physical fault on the xDSL Loop, the HFPL and for SBC TEXAS to perform loop conditioning which may be needed to resolve the reported trouble. Ticket conversions to YZP type may include opening a new ticket if SBC TEXAS physical faults were found and cleared on the original trouble report, and MCI testing indicates conditioning is still required.

- 3.5.2 Loops less than 12,000 feet in Actual Loop Length: Irrespective of whether the trouble ticket is opened via live call or an electronic bonding ticket, if MCI_m opens the trouble ticket as a possible conditioning related trouble ticket associated with an xDSL Loop, HFPL that was ordered via the YZP process with an Actual Loop Length less than 12,000 feet, SBC TEXAS will contact and provide MCI_m with status after any necessary loop conditioning has been performed by SBC TEXAS. SBC TEXAS shall not charge MCI_m for conditioning loops with an actual loop length of less than 12,000 feet.
- 3.5.3 Conditioning. If MCI_m issues a YZP trouble ticket for an xDSL Loop, HFPL loop between 12,000 and 17,500 feet, SBC TEXAS will use that YZP designation and the initiation of the trouble ticket by MCI_m as authorization to perform any Loop conditioning for that Loop. MCI_m will then be billed and shall pay the applicable conditioning charges pursuant to the rates, terms and conditions set forth in Appendix Pricing of this Agreement.
- If MCI_m requests removal of all or non-excessive bridged taps, such request shall be made pursuant to the terms and conditions of the Removal of All or Non-Excessive Bridged Tap ("RABT") Attachment of this Agreement.
- 3.5.4 If MCI_m requests that SBC TEXAS perform any loop Conditioning beyond that which is covered under this Attachment or elsewhere in the Agreement, the Parties shall meet to negotiate rates, terms and conditions for any such Conditioning. If there are any disputes between the parties as to the provisions for any additional type(s) of Conditioning after negotiations, then any outstanding disputes will be resolved in accordance with the Dispute Resolution Procedures set forth elsewhere in this Agreement.
- 3.6 Trouble Tickets where MCI_m Does Not Identify Conditioning as a Possible Source of the Trouble:
- 3.6.1 If MCI_m opens a YZP trouble ticket that does not identify conditioning as the source of the trouble, the SBC TEXAS LOC will handle the ticket pursuant to the method applicable to other repair tickets and will look for physical faults. If no fault is found, the LOC will contact MCI_m so that MCI_m can conduct its own Sync test. If MCI_m's DSLAM does not communicate with the end user customer premises, MCI_m shall open another trouble ticket to address any conditioning that MCI_m believes may be required on the xDSL Loop, HFPL, subject to the provisions set forth herein.
- 3.6.2 If MCI_m opens a YZP trouble ticket that does not identify conditioning on the xDSL Loop, HFPL loop as the source of the trouble 's but SBC TEXAS later determines that there is a conditioning-related problem, SBC TEXAS shall convert the ticket to a YZP conditioning ticket and the process set forth in Section 3.5 above shall apply, depending upon the actual loop length. A five (5) business day interval will apply to complete the conditioning on the loop, which shall begin the day after it is determined to be a conditioning related problem by SBC TEXAS.
- 3.7 If a physical fault is found and resolved in response to the initial YZP trouble ticket, the trouble ticket will be closed and MCI_m notified, unless the ticket was initially classified as a conditioning related YZP ticket.
- 3.8 Trouble ticket status will be provided to MCI_m by SBC TEXAS as follows:
- 3.8.1 Trouble Tickets Opened via Live Call: If the YZP trouble ticket is opened with a live call (as provided for in Section 3.4.1 above) by MCI_m to SBC TEXAS. SBC Texas will not provide ticket status until the trouble has been resolved.
- 3.8.2 Trouble Tickets Opened Via an Electronic Bonding Ticket: If the YZP trouble ticket is opened via an electronic bonding ticket (as provided for in Section 3.4.2 above) where MCI_m's DSLAM does not communicate with the end user customer premises, an electronic status/acknowledgement will be provided by SBC TEXAS to MCI_m within eight (8)

business hours from receipt of the trouble ticket. If SBC TEXAS determines that the trouble is conditioning related, SBC TEXAS shall convert the straight xDSL Loop, HFPL YZP trouble ticket to a YZP conditioning-related trouble ticket.

- 3.8.3 In all cases, the SBC TEXAS LOC will notify MCIIm as soon as the trouble is isolated, resolved and closed, whether conditioning has been performed or not.

3.9 Post Trouble Resolution Sync Testing By MCIIm:

- 3.9.1 After MCIIm is notified that the trouble has been resolved, with or without loop conditioning, MCIIm shall repeat its Sync Test between its DSLAM and the end user customer premises. If the Loop does not sync, due to undetermined reasons, a second trouble ticket shall be opened by MCIIm which will be governed by the same provisions set forth above.

- 3.10 When MCIIm escalates a YZP trouble ticket, the Parties shall follow existing repair escalation procedures set forth elsewhere in this Agreement and to the extent not outlined in this Agreement, the standard escalation processes outlined on SBC TEXAS's CLEC online website shall apply.

4 TESTING

- 4.1 SBC TEXAS will not perform a Line Sharing Turn-Up Test prior to the completion of an HFPL ordered using the YZP process.
- 4.2 MCIIm may not request, and SBC TEXAS will not perform, Acceptance Testing in association with any xDSL Loops, HFPLs which are ordered by MCIIm via the YZP process.
- 4.3 For xDSL Loops only, MCIIm has the option of requesting Cooperative Testing pursuant to the rates, terms and conditions set forth in Appendix xDSL of this Agreement, at the time it opens the YZP trouble ticket. MCIIm may not request and SBC TEXAS will not perform a Cooperative Test on an HFPL for which MCIIm has opened a trouble ticket via the YZP Process.
- 4.4 MCIIm shall assist in trouble isolation on trouble tickets for the YZP by obtaining and providing to SBC TEXAS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).
- 4.5 SBC TEXAS will not specify to MCIIm the type of test equipment or the specific tests to use for determining the presence of inhibitors. MCIIm will determine its own test requirements and capabilities.

5 PRICING

Rates for YZP ordering processes and trouble tickets are set forth in Appendix Pricing of this Agreement.

6 TERM AND TERMINATION

Either Party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other Party. Upon termination by either Party under this section, neither Party shall have any further obligation to the other under this Attachment, except as to any charges which may be due to SBC TEXAS by MCIIm for any work performed by SBC TEXAS hereunder prior to the effective termination of this Attachment.

7 RESERVATION OF RIGHTS/INTERVENING LAW

See Appendix xDSL Section 14.

**ATTACHMENT FOR THE REMOVAL OF ALL OR
NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("RABT YZP")**

1 INTRODUCTION

- 1.1 This Attachment RABT YZP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the Yellow Zone Process ("YZP"), for xDSL Loops and the High Frequency Portion of the Loop ("HFPL").
- 1.2 Intentionally Omitted.
- 1.3 SBC TEXAS shall provide MCIIm with access to the RABT YZP process on a non-discriminatory basis and at parity with the RABT YZP process it provides to itself, or any of its affiliates in TEXAS providing advanced services and other CLECs. This Attachment is offered by SBC TEXAS as an optional Attachment as a matter of convenience. The Parties acknowledge and agree that this Attachment, including all of the provisions set forth herein, constitutes a voluntary offering that is not mandated by the Act, is not being offered pursuant to sections 251 and 252 of the Act, and is not subject to the arbitration process set forth in section 252 of the Act.

2 DEFINITIONS

In addition to the definitions in Appendix xDSL, Line Sharing, and Definitions, the following definitions shall apply to this Attachment RABT YZP.

- 2.1 **"Minimum Qualifications"** as used herein means a loop that has no load coil(s), repeater(s), or bridged tap(s) in excess of 2,500 feet in total length.
- 2.2 **"Non-excessive bridged tap"** as used herein shall refer to bridged taps less than 2,500 feet in total length.
- 2.3 **"No Sync situation"** as used herein means that after the completion of a YZP service order, MCIIm is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.4 **"Removal of All or Non-Excessive Bridged Tap" ("RABT")** as used herein means the removal of all bridged tap (i.e., both excessive and non-excessive) or the removal of Non-Excessive Bridged Tap as defined herein, in response to a request by MCIIm.
- 2.5 **"Sync Test"** as used herein shall refer to the procedures used by MCIIm, when MCIIm's provided test equipment, verifies there is communication, or "sync", from MCIIm's collocated DSLAM to the last cable pair leaving the SBC TEXAS Central Office to the End-User premise.

3 RABT YZP OFFERING

- 3.1 To be eligible for the RABT YZP, MCIIm shall have ordered an xDSL Loop or HFPL on its original service order, using a generic loop 'As Is' specification code to identify the Loop that may require conditioning. All Local Service Requests ("LSRs") for an xDSL Loop or HFPL shall be submitted with the Loop Specification Code or Loop Modification Type ("LMT") designated for the YZP process.

- 3.2 MCIm shall not issue a RABT YZP trouble ticket for any particular Loop prior to the closing of the original service order for that same Loop.
- 3.3 Except as provided below, SBC TEXAS will respond to RABT YZP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in TEXAS providing advanced services, or any third party.
 - 3.3.1 In those instances where SBC TEXAS determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five (5) business day interval e.g., in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of SBC TEXAS, the Parties understand and agree that five (5) business day interval set forth above shall not apply, but instead, in such situations, SBC TEXAS will respond to MCIm-referred RABT trouble tickets for xDSL Loops, the HFPL or HFPCL in parity with the repair intervals SBC TEXAS provides to its advanced services affiliate in that same SBC TEXAS state. SBC TEXAS will advise MCIm as soon as possible when SBC TEXAS is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.
- 3.4 MCIm shall pay SBC TEXAS for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4 TESTING

- 4.1 SBC TEXAS will not perform Line Sharing Turn-Up Testing prior to the completion of a HFPL ordered using the modified YZP process for the RABT.
- 4.2 Any testing requests after the completion of the service order will follow the testing guidelines and procedures set forth elsewhere in the Agreement.
- 4.3 MCIm shall assist in trouble isolation on trouble tickets for the RABT YZP by obtaining and providing to SBC TEXAS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIm is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following: the number and location of load coil(s), repeater(s) and of sections of bridged tap (including the lengths of such section(s)).

5 MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC TEXAS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in SBC TEXAS as a 'No Trouble Found' (NTF) and Rates for RABT YZP processes and trouble tickets are set forth in Appendix Pricing of this Agreement.
- 5.2 MCIm may open a YZP-related trouble ticket for the RABT via the following two methods:
 - 5.2.1 By calling the Local Operations Center. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request the specific type of bridged tap conditioning needed, "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
 - 5.2.2 By opening an electronic bonding ticket. In such case, MCIm shall specify that it is a YZP trouble ticket and shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. When Excessive Bridged Tap(s) is present on the loop: MCIm may request:
 - a. the removal of Excessive Bridged Tap(s); or
 - b. the Removal of All Bridged Tap(s).
 2. When Excessive BridgedTap is not present on the loop, the removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC TEXAS LOC. Vendor meet procedures can be found in SBC TEXAS's CLEC On-Line Handbook.
 4. It is the MCIm's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC TEXAS i.e., RABT. If the bridged tap conditioning request does not specify the RABT conditioning on the YZP trouble ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
 5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing terms and conditions set forth elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a YZP trouble ticket is opened by MCIm for the RABT conditioning, a five (5) business day interval will be given. Trouble ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT conditioning for a loop that is 12,000 feet or greater in Actual Loop Length, and the loop has been ordered as YZP, SBC TEXAS will use that YZP designation and the initiation of the trouble ticket by MCIm as approval for loop conditioning and the loop will be conditioned by SBC TEXAS.. MCIm will then be billed and shall pay the appropriate RABT conditioning charges set forth on the attached, SBC TEXAS RABT Pricing Schedule, in addition to any other applicable conditioning charges set forth elsewhere in this Agreement, upon the completion of the requested conditioning by SBC TEXAS.
 - 5.3.2 Except as otherwise provided for herein, if MCIm's trouble ticket is opened for the RABT conditioning for a loop that is less than 12,000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC TEXAS will bill and MCIm shall pay the appropriate RABT conditioning charges set forth on the attached, SBC TEXAS RABT Pricing Schedule, for all conditioning performed by SBC TEXAS via the RABT trouble ticket process.
 - 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC TEXAS LOC will notify MCIm as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for YZP trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6 PRICING

The rates that SBC TEXAS will charge and that MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7 RESERVATION OF RIGHTS /INTERVENING LAW

See Appendix xDSL Section 14.

**ATTACHMENT FOR THE REMOVAL OF ALL OR
NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS ("RABT MMP")**

1 INTRODUCTION

- 1.1 This Attachment RABT MMP sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process ("MMP") for xDSL Loops and the High Frequency Portion of the Loop ("HFPL"). This process is available to MCIIm if the underlining loop or facility was not ordered using the yellow zone process (YZP) as set forth In Attachment Yellow Zone Ordering Process of this Appendix xDSL.
- 1.2 Intentionally omitted.
- 1.3 SBC TEXAS shall provide MCIIm with access to the RABT MMP process on a non-discriminatory basis and at parity with the RABT MMP process it provides to itself, or any of its affiliates in TEXAS providing advanced services and other CLECs.

2 INTENTIONALLY OMITTED

3 REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP MMP OFFERING

- 3.1 To be eligible for RABT MMP, MCIIm shall have ordered an xDSL Loop or the HFPL on its original service order. After the service order has completed, the MCIIm shall generate a trouble ticket pursuant to Section 5 of this Attachment with the Local Operations Center ("LOC") specifying the type of bridged tap Conditioning requested. Upon MCIIm's request, the LOC will investigate and will address any SBC TEXAS non-conditioning related reasons for any No Sync situation, or ensure MCIIm's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the Loop, provided, however, SBC TEXAS does not guarantee the synchronization of any loop.
- 3.2 Except as provided below, SBC TEXAS shall respond to RABT MMP trouble tickets within five (5) business days or at parity with what it provides itself, or any of its affiliates in TEXAS providing advanced services or any third party.
 - 3.2.1 In those instances where SBC TEXAS determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the five ((5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC TEXAS, the Parties understand and agree that the five (5) business day interval set forth above shall not apply, but instead, in such situations, SBC TEXAS will respond to MCIIm-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops, the HFPL or HFPCL in parity with the repair intervals SBC TEXAS provides to its advanced services affiliate(s) in that same SBC TEXAS state. SBC TEXAS will advise MCIIm as soon as possible when SBC TEXAS is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the five (5) business day interval.
- 3.3 MCIIm shall pay SBC TEXAS for any Conditioning requested on a trouble ticket at the rates set forth in Appendix Pricing of this Agreement.

4 TESTING

- 4.1 Any testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and HFPL elsewhere in this Agreement.
- 4.2 MCIIm shall assist in trouble isolation on trouble tickets for the Removal of All or Non-Excessive Bridged Tap by obtaining and providing to SBC TEXAS disturber information on the Loop at the time of opening the trouble ticket. For best results, MCIIm is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of section(s) of bridged tap, including the length of individual section(s).

5 MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to the opening of a trouble ticket for the RABT, MCIIm must verify that the problem is not MCIIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC TEXAS that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in SBC TEXAS as a 'No Trouble Found' (NTF) and Rates for RABT MMP processes and trouble tickets are set forth in Appendix Pricing of this Agreement.
- 5.2 MCIIm may open a trouble ticket for the RABT via the following two methods:
 - 5.2.1 By calling the Local Operations Center and opening a manual ticket with its specific Conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
 - 5.2.2 By opening an electronic bonding ticket. In such case, MCIIm shall request specific Conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

- 1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
 - 2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
 - 3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC TEXAS LOC. Vendor meet procedures can be found in SBC TEXAS's CLEC On-Line Handbook.
 - 4. It is MCIIm's obligation to document on the trouble ticket the type of Conditioning it is requesting be performed by SBC TEXAS i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT Conditioning request is not documented on MCIIm's trouble ticket, the trouble ticket will be returned to MCIIm for specific information.
 - 5. Any Conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops, the HFPL and/or HFPCL, provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by MCIIm for the RABT Conditioning, a five (5) business day interval will be given. Trouble ticket authorization for Conditioning and billing will be provided as follows:
 - 5.3.1 Except as otherwise provided for herein, if the trouble ticket is opened as a ticket for the RABT Conditioning, for a loop that is over 12,000 feet or greater in Actual Loop

Length, SBC TEXAS will use that designation and the initiation of the trouble ticket by MCI as approval for loop Conditioning and the loop will be conditioned by SBC TEXAS. MCI will then be billed and shall pay the Conditioning charges set forth on the attached SBC TEXAS RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement upon the completion of the requested Conditioning by SBC TEXAS.

5.3.2 Except as otherwise provided for herein, if MCI's trouble ticket is opened for the RABT Conditioning for a loop that is less than 12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC TEXAS will bill and MCI shall pay the Conditioning charges set forth on the attached, SBC TEXAS RABT Pricing Schedule, in addition to any other applicable Conditioning charges set forth elsewhere in this Agreement, for any Conditioning performed by SBC TEXAS at MCI's request.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC TEXAS LOC will notify MCI as soon as the trouble is closed, whether Conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6 PRICING

The rates that SBC TEXAS shall charge and MCI shall pay for the RABT are set forth in Appendix Pricing of this Agreement.

7 RESERVATION OF RIGHTS/INTERVENING LAW

See Appendix xDSL Section 14.

911

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1 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by SBC TEXAS to MCIIm.

2 DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.
- 2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.
- 2.7 "911 Gateway" A secure information management system that provides MCIIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIIm's Data Management System and SBC's E911 Database Management system.
- 2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.11 “Master Street Address Guide” or “MSAG” contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911calls.
- 2.12 “National Emergency Number Association” or “NENA” is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 “Public Safety Answering Point” or “PSAP” means an answering location for 911 and E911calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 “Selective Routing” and “Selective Router” or “SR” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3 BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When SBC TEXAS is the 911 or E911 Service provider, SBC TEXAS shall provide MCIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call. SBC TEXAS shall provide ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by SBC TEXAS for its End Users.
- 3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that SBC TEXAS provides to itself and others.
- 3.5 Upon written request, SBC TEXAS shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 SBC TEXAS and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 SBC TEXAS shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when SBC TEXAS is the 911 or E911 Service provider. SBC TEXAS shall provide 911 or E911 Service to MCIm as described this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and SBC TEXAS is the 911 or E911 Service provider.
- 3.8 Intentionally Omitted.

- 3.9 Intentionally Omitted.
- 3.10 SBC TEXAS will forward the ANI it receives from MCIIm and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIIm, SBC TEXAS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIIm, but no ALI record is found in the DBMS, SBC TEXAS will report this "No Record Found" condition to MCIIm in accordance with NENA standards.
- 3.11 Call Routing
 - 3.11.1 Where SBC TEXAS is the 911 or E911 Service provider, MCIIm will transport 911 and/or E911 calls from each MCIIm point of interconnection (POI) to the SBC TEXAS 911 Tandem or SR.
 - 3.11.2 SBC TEXAS will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.11.3 SBC TEXAS will forward MCIIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

4 BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

- 4.1 Where SBC TEXAS is the 911 or E911 Service provider, SBC TEXAS shall cooperate with MCIIm to ensure that 911/E911 Service is fully available to all MCIIm End User Customers whose telephone numbers have been ported from SBC TEXAS. SBC TEXAS shall provide the necessary functionality for MCIIm to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 SBC TEXAS shall notify MCIIm 48 hours in advance of any scheduled testing or maintenance affecting MCIIm 911 or E911 Service. SBC TEXAS shall provide notification as soon as possible of any unscheduled outage affecting MCIIm 911/E911 Service. SBC TEXAS shall notify MCIIm of major network changes impacting MCIIm as soon as SBC TEXAS is aware of such changes.
- 4.3 SBC TEXAS shall provide MCIIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
- 4.4 SBC TEXAS shall provide to MCIIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where SBC TEXAS manages the 911/E911 database, SBC TEXAS shall provide MCIIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.
- 4.6 SBC TEXAS shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where SBC TEXAS is the 911 or E911 Service provider, SBC TEXAS shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5 BASIC 911 AND E911 DATABASE REQUIREMENTS

- 5.1 When SBC TEXAS is the 911 or E911 Service provider, SBC TEXAS manages the DBMS. The interface to the DBMS must meet all applicable standards.
 - 5.1.1 Where SBC TEXAS is the 911 or E911 Service provider and manages the DBMS, SBC TEXAS shall store MCI's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCI's End User Customers served by MCI's exchange(s)] in the electronic data processing database for the DBMS. SBC TEXAS shall provide an electronic interface through which MCI or its representative(s) may provide and update such information.
 - 5.1.2 MCI shall adopt use of Company ID on all MCI End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.
 - 5.1.3 MCI or its representatives shall be responsible for providing MCI's End User 911 Records to SBC TEXAS for inclusion in SBC TEXAS's DBMS on a timely basis. SBC TEXAS and MCI shall arrange for the automated input and periodic updating of MCI's End User 911 Records.
- 5.2 SBC TEXAS shall coordinate access to the DBMS for the initial loading and updating of MCI End User Customer 911/E911 Records. Access coordination will include:
 - 5.2.1 SBC TEXAS provided format requirements and a delivery address for MCI to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC TEXAS shall confirm receipt of this data by the next business day by providing MCI with a report of the number of items sent, the number of items entered correctly, and the number of errors;
 - 5.2.2 Coordination of error resolution involving entry and update activity;
 - 5.2.3 Provisioning of specific 911 routing information on each access line;
- 5.3 SBC TEXAS shall provide an electronic interface to the ALI/DMS database (or permit MCI to provide its own data link to the ALI Gateway that interfaces to the ALI/DMS database), through which MCI or its agent may provide a daily update of MCI Customer Information. SBC TEXAS shall provide MCI with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC TEXAS shall provide error reports from the ALI/DMS database to MCI within one (1) business day after MCI or its agent enters information into the ALI/DMS database.
 - 5.3.1 SBC TEXAS 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 SBC TEXAS shall provide MCI query access to the ALI database, to verify the accuracy of MCI Customer information, provided that MCI has access to the 911 Gateway.

- 5.5 SBC TEXAS will update MCI's End User Customer 911/E911 Records in the DBMS. SBC TEXAS will then provide MCI an error and status report. SBC TEXAS and MCI shall arrange for the automated input and periodic updating of 911/E911 database information related to MCI's Customers.
- 5.6 SBC TEXAS shall update the ALI/DMS database within two (2) business days after receiving the data from MCI.
- 5.7 If SBC TEXAS detects an error in the MCI-provided data, the data shall be returned to MCI within two (2) business days after it was provided to SBC TEXAS. MCI shall respond to requests from SBC TEXAS to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall be allowed only in the event that the system is not functioning properly.
- 5.9 MCI's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCI's end user customer records are updated in the DBMS. SBC TEXAS will provide notification when MCI's records have been entered into the ALI DBMS.
- 5.10 ALI DBMS discrepancy reports shall be jointly researched by SBC TEXAS and MCI. The responsible Party shall take immediate corrective action. SBC TEXAS agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 SBC TEXAS agrees to treat all data on MCI's Customers provided under this Appendix as strictly confidential and to use data on MCI's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the Public Utility Commission of TEXAS or the TEXAS Commission on State Emergency Communications.
- 5.12 Where MCI is authorized to provide local telephone exchange service, SBC TEXAS shall identify which ALI databases cover which counties, or parts thereof on the CLEC 911 Exhibit, and identify and communicate a point of contact for SBC TEXAS.
- 5.13 SBC TEXAS will provide to MCI a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCI. SBC TEXAS shall provide electronic updates monthly. SBC TEXAS shall cooperate with MCI to ensure the accuracy of information about MCI Customers in the ALI database and shall assist in resolving any errors. SBC TEXAS shall notify the E911 Customer of any errors in the MSAG concerning MCI Customers. The MSAG will be provided by exchange rate center or community upon request.

6 MCI RESPONSIBILITIES

- 6.1 Database
 - 6.1.1 MCI is responsible for providing SBC TEXAS updates to the ALI database; in addition, MCI is responsible for maintaining the accuracy and content of that data as delivered.
 - 6.1.2 MCI is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires SBC TEXAS's participation, MCI will coordinate with SBC TEXAS.

6.2 Other

- 6.2.1 SBC TEXAS will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where MCIIm provides facility-based local exchange service.
- 6.2.2 MCIIm is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the MCIIm provides facilities-based local exchange service.

7 METHODS AND PRACTICES

- 7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- 7.2 MCIIm will establish a minimum of two (2) dedicated trunks from MCIIm's Switch to each POI. MCIIm may, at its option, provide its own transport facilities, acquire such transport facilities from SBC TEXAS in accordance with the Texas PUC Substantive Rule 26.435, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
 - 7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication Southwestern Bell Telephone, Land Line E911, CCS Network Interface Specifications Issue 1, December 1999 or any revisions thereto. SBC TEXAS shall provide MCIIm a minimum of ninety (90) days notice of any changes to this document.
- 7.3 SBC TEXAS shall assure sufficient capacity at the 911 tandem or SR to meet MCIIm's requests for interconnection within twenty (20) business days after receipt of the request. When SBC TEXAS network force and load conditions require a longer implementation timeframe, SBC TEXAS will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.
- 7.4 SBC TEXAS will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to SBC TEXAS's SR. SBC TEXAS will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 SBC TEXAS will provide the order number and circuit identification code in advance of the service due date.

- 7.6 In the event of an SBC TEXAS or MCIIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 MCIIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIIm's demarcation (e.g. collocation). SBC TEXAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIIm is responsible for advising SBC TEXAS of the circuit identification when notifying SBC TEXAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC TEXAS will refer network trouble to MCIIm if no defect is found in SBC TEXAS's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

8 CONTINGENCY

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.
- 8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC TEXAS and MCIIm. These specifications (if any) shall be documented in Exhibit. CLEC Serving Area Description and E911 Interconnection Details. MCIIm shall complete its portion of Exhibit and submit it to SBC TEXAS not later than forty-five (45) days prior to the passing of live traffic. SBC TEXAS shall complete its portion of Exhibit and return Exhibit to MCIIm not later than thirty (30) days prior to the passing of live traffic.
- 8.3 MCIIm must obtain documentation of approval of the completed Exhibit from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which MCIIm's end user customers are located. MCIIm shall provide documentation of all requisite approval(s) to SBC TEXAS prior to use of MCIIm's E911 connection for actual emergency calls.
- 8.4 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Appendix when necessary to accommodate expansion of MCIIm's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SBC representative:

Account Manager
4 Bell Plaza, 7th Flr
311 S. Akard St.
Dallas, TX 75202-5398

MCIIm representative:

Kathy Jespersen
205 N. Michigan Avenue
Chicago, Illinois 60601
312-260-3294

- 8.5 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

9 BASIS OF COMPENSATION

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.
- 9.3 The charges for 911 transport, and port termination charges shall be consistent with TEXAS Public Utility Commission Substantive Rules, including Rule 26.435, for each E911 Selective Router to which MCIIm connects.

10 LIABILITY

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.
- 10.2 The Parties' liability with respect to 911/E911 service is subject to the TEXAS Health and Safety Code, Section 771.053. In the event that Section 771.053 is not applicable then the Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

11 911 TRUNKING ARRANGEMENTS

- 11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for White Pages Directory Services provided by SBC TEXAS to MCIIm. The terms and conditions for White Pages Directory Services being provided for MCIIm's resale end user customers are set forth in Appendix Resale.

2. SERVICE PROVIDED

- 2.1 SBC TEXAS publishes alphabetical White Pages (WP) directories for its geographic local service areas. MCIIm provides local exchange telephone service and wishes to include listing information for its end users in the appropriate SBC TEXAS WP directories.
- 2.2 MCIIm also desires distribution to its end users of the WP directories that include listings of MCIIm's end users.
- 2.3 SBC Texas will include in appropriate WP directories the primary alphabetical listings of all MCIIm end users located within the local directory scope.
- 2.4 When MCIIm provides its subscriber listing information to SBC Texas listings database, MCIIm will receive for its end user, one primary listing in SBC TEXAS WP directory and a listing in SBC TEXAS's directory assistance database.
- 2.5 MCIIm shall furnish to SBC TEXAS, in a form acceptable to both Parties, subscriber-listing information pertaining to MCIIm end users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory. MCIIm will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an MCIIm end user. MCIIm must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.
- 2.6 MCIIm may provide its subscriber listing information to SBC TEXAS for inclusion in the WP directory via either a mechanical or manual feed of the listing information to SBC TEXAS's directory listing database. MCIIm agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix.
- 2.6.1 Sixty (60) days prior to the directory close date for a particular directory, SBC TEXAS shall make available to MCIIm, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. MCIIm shall review this listing information and shall submit to SBC TEXAS any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each MCIIm end user.
- 2.7 DIRECTORIES
- 2.7.1 Each MCIIm subscriber will receive one copy per primary End User listing of SBC TEXAS's White Pages directory in the same annual distribution and at the same time as delivered to SBC TEXAS's subscribers.
- 2.7.2 Intentionally Omitted

- 2.7.3 SBC TEXAS has no obligation to warehouse WP directories for MCIIm or provide WP directories to MCIIm's end users subsequent to the annual distribution of newly published directories.
- 2.7.4 MCIIm may arrange for additional directory distribution and other services with SBC TEXAS's directory publishing affiliate.
- 2.8 SBC TEXAS will provide MCIIm with 1/8th page in each directory (where MCIIm has or plans to have local telephone exchange customers) for MCIIm to include MCIIm specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, sixty (60) calendar days prior to directory close date, MCIIm shall provide SBC TEXAS with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of MCIIm's camera-ready copy shall be subject to SBC TEXAS approval. In those directories in which SBC TEXAS includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at MCIIm's request, subject to the guidelines set forth above.
- 2.9 At its request, MCIIm may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where MCIIm provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SBC TEXAS's "Informational Pages". Sixty (60) calendar days prior to the directory close date, MCIIm shall provide to SBC TEXAS the "Informational Page" in the form of camera-ready copy. Prices for such "Informational Page" shall be set forth in Exhibit I of this Appendix White Pages.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC TEXAS agrees to serve as the single point of contact for all independent and third party directory publishers who seek to include MCIIm's subscriber listing information in an area directory, and to handle MCIIm's subscriber listing information in the same manner as SBC TEXAS's subscriber listing information. In exchange for SBC TEXAS serving as the single point of contact and handling all subscriber listing information equally, MCIIm authorizes SBC TEXAS to include and use MCIIm subscriber listing information provided to SBC TEXAS pursuant to this Appendix in SBC TEXAS's WP directory, SBC TEXAS's directory assistance databases, and to provide MCIIm subscriber listing information to directory publishers. Included in this authorization is release of MCIIm listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3). Also included in this authorization is SBC TEXAS's use of MCIIm's subscriber listing information in SBC TEXAS's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.1.1 Intentionally Omitted.
- 3.2 SBC TEXAS further agrees not to charge MCIIm for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of MCIIm 's subscriber list information to directory publishers, MCIIm agrees that it will receive no compensation for SBC TEXAS's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such MCIIm subscriber list information shall be intermingled with SBC TEXAS's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC TEXAS.
- 3.3 Each time a third party publisher requests MCIIm's listings, MCIIm shall not be required to submit a letter of authorization.

4. PRICING

- 4.1 SBC TEXAS will deliver SBC TEXAS White Pages in the annual distribution, as described in Section 2.7 above, at no charge.
- 4.2 Where a MCI end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC TEXAS will assess MCI a charge for such listings in accordance with Exhibit II. An additional charge applies when MCI wishes to list an end user in SBC TEXAS directory assistance database but does not wish to have its end-user listed in SBC TEXAS's WP directory. In addition, for those MCI end users served by MCI via SBC TEXAS unbundled switch port, MCI may elect to have its end user unlisted and the listing not published in SBC TEXAS's WP directory for those nonpublished, nonlisted services at rates in accordance with Exhibit II.

LINE SPLITTING

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1 INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which SBC TEXAS will provide MCIIm with the ability to engage in Line Splitting (as defined in Section 2.8 below) in accordance with the FCC's Triennial Review Order and associated Lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(ii), as such rules may be modified from time to time, as described herein. The Parties acknowledge that MCIIm does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no terms for Line Splitting with unbundled Local Circuit Switching are included in this Agreement. In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. SBC TEXAS shall support MCIIm's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to SBC TEXAS Line Splitting processes and procedures result from final outcomes of the SBC 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, SBC TEXAS and MCIIm will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 SBC TEXAS shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2 DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.
- 2.8 "Line Splitting" is the process in which one CLEC (which may include MCIIm or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include MCIIm or its

Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.

- 2.9 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

3 GENERAL TERMS AND CONDITIONS

- 3.1 Intentionally Omitted.
- 3.2 SBC TEXAS will provide MCI with access to UNE to provide Line Splitting to deploy xDSL technologies. SBC TEXAS will not impose limitations on the transmission speeds of xDSL services; provided, however, that SBC TEXAS does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.3 Intentionally Omitted.
- 3.4 Intentionally Omitted.
- 3.5 Intentionally Omitted
- 3.6 Whenever MCI purchases an xDSL Loop, MCI shall control the entire loop spectrum.
- 3.7 Intentionally Omitted.
- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 Intentionally Omitted.
- 3.11 Intentionally Omitted.
- 3.12 Intentionally Omitted
- 3.13 SBC TEXAS may not require MCI to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4 AUTHORIZED ADVANCED SERVICES PROVIDER

- 4.1 MCI may identify to SBC TEXAS one or more CLECs as an authorized advanced services provider which is authorized by MCI to add, change or delete advanced services capabilities as to UNEs employed or ordered by MCI ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, MCI acknowledges that the AASP is placing the order on MCI's behalf. Such an Advanced Services Provider shall submit orders on MCI's behalf using MCI's ACNA OCN and circuit facilities assignment ("CFA") information.
- 4.2 Intentionally Omitted.

- 4.3 MCIIm is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.
- 4.4 Liability and Indemnification for unauthorized use of SBC TEXAS' OSS is addressed in Appendix OSS.
- 5 LOOP OFFERING
 - 5.1 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by MCIIm for Line Splitting, SBC TEXAS shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.
- 6 INTENTIONALLY OMITTED
- 7 PROVISIONING
 - 7.1 Intentionally Omitted.
 - 7.2 Provisioning intervals for xDSL Loops utilized by MCIIm for Line Splitting are the same as those set forth in Appendix xDSL.
 - 7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, providing the unbundled xDSL Loop is obtained from SBC TEXAS, SBC TEXAS must provide the CLECs the ability to engage in line splitting. SBC shall meet this obligation by providing, at its discretion, either collocation-to-collocation cabling, or cross-connections at the MDF. SBC shall charge TELRIC-based rates for these connections. Additionally, SBC will abide by the outcome of any commission approved statewide collaborative, as set forth in sec. 1.2 above.
 - 7.4 Intentionally Omitted.
 - 7.5 Intentionally Omitted.
 - 7.6 Intentionally Omitted.
 - 7.7 Intentionally Omitted.
 - 7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE.
 - 7.9 Intentionally Omitted.
 - 7.10 Intentionally Omitted.
 - 7.11 If connections to a collocation arrangement must be established or modified, then MCIIm (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.
- 8 SERVICE QUALITY AND MAINTENANCE
 - 8.1 Intentionally Omitted.
 - 8.2 SBC TEXAS will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting

arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.

- 8.3 SBC TEXAS is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and SBC TEXAS provided equipment. Except as provided herein, MCI is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
 - 8.4 SBC TEXAS and MCI agree to coordinate in good faith any virtually collocated Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will SBC TEXAS perform any virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a MCI customer without first coordinating with MCI to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will SBC TEXAS have any obligation to test, maintain, or repair an MCI owned, physically collocated Splitter.
 - 8.5 Procedures and Access. SBC TEXAS will provide resolution of MCI-referred trouble tickets for Line Splitting at parity with the repair intervals SBC TEXAS provides to other CLECs or any of its affiliates in TEXAS providing advanced services. When resolving such trouble tickets, SBC TEXAS shall not rearrange or modify the Loop beyond the original service without prior notification to MCI.
 - 8.6 SBC TEXAS will visually inspect all Central Office cross connects placed in association with Line Splitting orders.
- 9 SPLITTER OWNERSHIP AND RESPONSIBILITIES
- 9.1 The Parties agree that SBC TEXAS shall have no obligation to provide MCI with Splitters.
 - 9.2 When MCI is physically collocating, Splitters shall be installed in MCI's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement.
 - 9.3 When MCI is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.
 - 9.4 SBC TEXAS shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.
- 10 SPECTRUM MANAGEMENT
- 10.1 The Parties shall use spectrum management to manage the deployment in accordance with the standards set forth in Appendix xDSL of this Agreement.
- 11 PRICING
- 11.1 The applicable rates are as set forth in Appendix Pricing.

12 RESERVATION OF RIGHTS

- 12.1 The intervening law provisions set forth in Section 23 of the general terms and conditions of the Agreement shall apply and are incorporated herein by this reference.

Access to Advance Intelligence Network (AIN)

1 INTRODUCTION

- 1.1 MCIm agrees that it does not wish to obtain SBC TEXAS' AIN Unbundled Network Element to design and create its own AIN Service Software, and should MCIm wish to have such capability during the life of this Agreement, it will negotiate an appropriate amendment.

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 Section 1.4).
- 1.2 SBC Operations Inc. (SBC-13STATE) means the holding company which directly or indirectly owns the following ILECs: TEXAS Bell Telephone Company d/b/a SBC TEXAS, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an MCIIm end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user customer located in an SBC-13STATE local exchange area or;
 - (ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an MCIIm end user customer located in another ILEC's incumbent local exchange area.

2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCIIm intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect MCIIm's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, SBC-13STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which SBC-13STATE is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that SBC-13STATE's originating traffic destined for MCIIm end user customers in another ILEC's exchange will be delivered to MCIIm's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIIm's traffic originating from another ILEC's exchange and destined for SBC-13STATE end users will be delivered to MCIIm's POI arrangements in the SBC exchange area in the LATA

- where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and SBC-13STATE exceeds one DS1 (24 DS0s) to or from an SBC-13STATE End Office, the Parties agree to establish a direct end office trunk group.
- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, SBC-13STATE agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, SBC-13STATE will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, SBC-13STATE's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to SBC-13STATE's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at SBC-13STATE's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require SBC-13STATE to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to SBC-13STATE's tandem(s) will provide MCI accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).
- 4.10 SBC-13STATE will open MCI NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

- 5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

6. INTENTIONALLY LEFT BLANK**7. INTENTIONALLY LEFT BLANK****8. INTENTIONALLY LEFT BLANK****9. INTERLATA SECTION 251(B)(5) TRAFFIC**

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI'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, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. 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 Intentionally Omitted
- 9.4 Except as otherwise provided in this Appendix, for MCI originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
VERIZON SELECT SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas¹ ("AT&T") and Verizon Select Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated September 22, 2005 (the "Agreement"); and

WHEREAS, the Public Utility Commission of Texas issued an order ("Order") in Docket No. 31303, on April 7, 2006, setting forth the methodology to determine AT&T Texas Wire Centers which are non-impaired;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order;

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as AT&T Texas.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) 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); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of JULY, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Verizon Select Services, Inc.

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas
by AT&T Operations, Inc., its authorized agent

By: Michael J. Crapp

By: Rebecca L. Sparks

Printed: Michael J. Crapp

Printed: Rebecca L. Sparks

Title: Director - Alliance
Contract Management

Title: Executive Director-Regulatory

Date: July 03, 2006

Date: 7/10/06

FACILITIES-BASED OCN # 7646

ACNA GDP

ATTACHMENT A

APPENDIX WIRE CENTER CLASIFICATION to ATTACHMENT 6:
251(c)(3) Unbundled Network Elements

1. Non-Impaired Wire Center Criteria and Related Processes

- 1.1 AT&T TEXAS has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T TEXAS' designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and for ordering DS1 and DS3 Loops, DS1 and DS3 Transport Circuits, and Dark Fiber Transport unless CLEC provides a self-certification as outlined below. For wire center designations included in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526, unless CLEC had provided a self-certification, pursuant to this Section, for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification was provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T TEXAS will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Appendix shall be deemed to mean an Accessible Letter issued after the effective date of the Amendment under which this Appendix becomes part of CLEC's Agreement.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, CLEC disputes the AT&T TEXAS wire center non-impairment designation, CLEC will provide a self-certification to AT&T TEXAS identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers designated or posted on CLEC Online by AT&T TEXAS as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T TEXAS claiming self certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T TEXAS. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T TEXAS shall provision the requested facilities in accordance with CLEC's order and within AT&T TEXAS' standard ordering interval applicable to such facilities. If AT&T TEXAS in error rejects CLEC's orders, where CLEC has provided self certification described in this Appendix, AT&T TEXAS will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. For wire center designations included in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526, CLEC may not submit a self-certification after April 7, 2006. For wire center designations that occur after April 7, 2006, CLEC may not submit a self-certification for a wire center after the transition period referred to in Section 1.1.1.5 below for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 1.1.1 The parties recognize that a wire center that was not designated as meeting the FCC's non-impairment thresholds in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 may meet those thresholds in the future. In the event that a wire center that was not identified in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T TEXAS may add the wire center to the list of designated wire centers and the Parties will use the following process:

- 1.1.1.1 AT&T TEXAS may update its list of designated wire centers as changes occur.
- 1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T TEXAS will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 1.1.1.3 AT&T TEXAS will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 1.1.1.4 In the event CLEC disagrees with AT&T TEXAS' designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T TEXAS' designation by providing a self-certification to AT&T TEXAS in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.
- 1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against AT&T TEXAS' wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, the parties must transition impacted circuits within a 60 calendar day transitional period. (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)
- 1.1.1.6 If CLEC does provide self-certification to dispute AT&T TEXAS' designation – within 60 calendar days of the issuance of the Accessible Letter, AT&T TEXAS may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and AT&T TEXAS will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.
- 1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
 - 1.1.2.1 Commission approval is required before any designated wire center is Declassified pursuant to the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If no CLEC provides self certification, AT&T TEXAS shall make a filing with the Commission requesting approval of such Declassification(s). Commission approval of such Declassification(s) is required even if a CLEC withdraws its self-certification before, or after, a dispute has been filed with the Commission. A filing seeking Commission approval of wire centers designated for declassification shall include the following information: a) the common language location identifier of the wire center; b) the number of switched business lines served by AT&T TEXAS in that wire center as reported in ARMIS 43-08 for the year just ended; c) the number of UNE-P lines and/or lines provided via comparable commercial agreements used to serve business customers; d) the number of analog UNE-L lines in service; e) the number of DS0 voice grade equivalent lines provided over DS-1 UNE-L lines in service; f) the number of DS0 voice grade equivalent lines provided over DS-3 UNE-L lines in service; g) a completed worksheet that shows, in detail, any conversion of access lines to DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators, if fiber-based collocators were utilized as a determining factor for designation; and i) affidavits of persons attesting to the aforementioned information.

1.1.3 In the state of Texas, if it desires to do so, AT&T TEXAS can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T TEXAS will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. AT&T TEXAS will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. AT&T TEXAS will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T TEXAS' failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center, shall be deemed a waiver by AT&T TEXAS of its rights to challenge any subsequent self certification submitted by CLEC for that wire center except as provided below. AT&T TEXAS shall promptly notify CLEC of any time where AT&T TEXAS has waived its ability to challenge a self-certification as to any wire center. AT&T TEXAS may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that AT&T TEXAS asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Appendix. If AT&T TEXAS issues an Accessible Letter notifying CLECs that it has filed a self-certification dispute, and CLEC had not previously submitted a self-certification for the wire center(s) in dispute, AT&T TEXAS will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, AT&T TEXAS shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC that submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.1.3.1 For wire centers designated in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526-and

1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

1.1.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate determined using the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing") between March 11, 2005 and the end of the initial TRRO transition period of before March 11, 2006 for DS1/DS3 loop and transport and before September 11, 2006 for dark fiber transport. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the Transitional Pricing. The applicable equivalent special access rate/ the Transitional Pricing as described above will continue to apply until the facility has been transitioned.

- 1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the the Transitional Pricing. described in Section 1.1.3.1.1.1. The applicable equivalent special access rate/ Transitional Pricing will continue to apply until the facility has been transitioned.
- 1.1.3.2 For wire centers designated by AT&T TEXAS after April 7, 2006,
 - 1.1.3.2.1 For affected loop/transport elements ordered before SBC's wire center designation,
 - 1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial TRRO transition period of before September 11, 2006 for dark fiber transport, CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the date the circuit is transitioned at the Transitional Pricing described in Section 1.1.3.1.1.1.
 - 1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period is after the initial TRRO transition period of of September 11, 2006 for dark fiber transport, CLEC will provide true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after SBC ILEC's notice of non-impairment and the end of the applicable transition period described in Section 1.1.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in this Section The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
 - 1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will provide true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in this Section . The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.
 - 1.1.3.2.2 For affected loop/transport elements ordered after SBC's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after SBC ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section Section 1.1.3.2.1.3. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 1.1.4 If the CLEC has self-certified, and, during the pendancy of any self-certification dispute, including but not limited to Docket 31303, has paid transitional rates for circuits that were covered by the self-certification, AT&T Texas will pay true-up to the CLEC in the event the state Commission upholds the

CLEC's self-certification. AT&T Texas will pay true-up to CLEC based on the difference between the transitional rate paid by the CLEC and the TELRIC-based rate to which the CLEC is entitled.

- 1.1.5 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T TEXAS will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T TEXAS intends to rely, which will include the detailed business line information for the AT&T TEXAS wire center or centers that are the subject of the dispute.
- 1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 1.3 AT&T TEXAS will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T TEXAS will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 1.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLECs will continue to have unbundled access to high-capacity loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building. However, CLEC may not obtain DS1 and/or DS3 loops from any wire center designated as non-impaired for DS1 and/or DS3 Loops.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
VERIZON SELECT SERVICES, INC.**

WHEREAS, AT&T Texas and (CLEC) are parties to a certain Interconnection Agreement (“ICA”) under Sections 251 and 252 of the Telecommunications Act of 1996 (“Act”) approved by the Public Utility Commission of Texas (the “Commission” or “TPUC”), as may have been amended prior to the date hereof (the “Agreement”);

WHEREAS, in Docket No. 28821 the Commission ordered parties to engage in negotiations to reach a solution regarding the measurement and billing of CLEC power consumption in collocation arrangements; and

WHEREAS, Southwestern Bell Telephone, L.P. d/b/a AT&T Texas¹ (“AT&T TEXAS”) and certain of the CLEC community engaged in such negotiations and presented a negotiated settlement as the proposed solution to the Commission, approved in the Commission Order dated September 27, 2006; and

WHEREAS, AT&T TEXAS currently provides power delivery to CLEC collocation arrangements in accordance with the terms of the parties’ Interconnection Agreement and/or Commission-approved physical and virtual collocation tariffs;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment—Collocation Power, the Parties hereby amend their Agreement to supplement the existing terms and conditions, in Appendix Collocation, if any, and/or the AT&T Texas Local Access Service Tariff, Section 5 (effective October 28, 2001) (“AT&T Texas Physical Collocation Tariff”) and/or the AT&T Texas Access Service Tariff, Section 26 (effective October 28, 2001) (“AT&T Texas Virtual Collocation Tariff”) (collectively, the “Collocation Tariffs”), with the terms and conditions related to collocation power, and to replace or supplement the related rates in the Collocation Tariffs as set forth below and in the Attachments hereto.

1. DEFINED TERMS

1.1 A defined word intended to convey its special meaning is capitalized when used, and its definition can be found in this Amendment. Other terms that are capitalized and not defined in this Amendment will have the meaning in the Collocation Tariffs.

1.2 Definitions

1.2.1 Power Delivery Arrangement

1.2.1.1 Pursuant to AT&T Texas Physical Collocation Tariff Paragraph 20.17, the Standard DC Power Delivery Arrangement for caged and caged common collocation includes the placement (by AT&T Texas) of two (2) DC power cable feeds to provide 40, 100 or 200 AMPS of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds), to caged and caged common collocation. For cageless collocation, the collocater will provide and install its own power cable feeds with an AT&T Texas approved power installation vendor and the rate will only include rack occupancy for the power cables. Rates and charges for such DC Power Delivery Arrangements are as found in Paragraph 21.17 of the AT&T Texas Physical Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40, 100 or 200 AMPS of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds).

¹ Southwestern Bell Telephone, L.P., a Texas limited partnership is now doing business in Texas as AT&T Texas.

- 1.2.1.2 Pursuant to AT&T Texas Virtual Collocation Tariff Section 26.13.1, the Standard DC Power Delivery Arrangement for virtual collocation consists of the cable rack occupancy for the collocator provided power cables expressed as a monthly rate. In the event that a collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T Texas will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Rates and charges for such DC Power Delivery Arrangements are specified in Section 26.13.3(E) of the AT&T Texas Virtual Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40 or 100 AMPS of power (expressed as 2-20 AMP feeds or 2-50 AMP feeds).
- 1.2.2 **Power Board:** Main or Primary distribution point for DC power. Associated fuses are located at this point. The Power Board is the point of connection for Power Delivery Arrangements of 200 AMPS (i.e., a 100 AMP A lead and a 100 AMP B lead).
- 1.2.3 **Battery Distribution Fuse Bay (BDFB):** Secondary distribution point for DC power. Associated fuses are located at this point. The BDFB is the point of connection for Power Delivery Arrangements of 100 AMPS (i.e., a 50 AMP A lead and a 50 AMP B lead), or less.
- 1.2.4 **CLEC Requested Amperage:** The amount of Amperage, designated in single AMP increments, CLEC will require per Power Delivery Arrangement. The minimum CLEC Requested Amperage is 5 AMPS and the engineered capacity of a single lead in the Power Delivery Arrangement is the maximum. For example, in a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead, 50 AMPS would be the maximum CLEC Requested Amperage that could be specified for this arrangement. The CLEC Requested Amperage will be used as the basis for billing CLEC for DC Power on a monthly basis.
- 1.2.5 **CLEC Doing its Own Work ("CDOW"):** When the collocator selects the option to provide, install, and terminate power cabling with an AT&T Approved Tier 1 Power Vendor.
- 1.2.6 **Approved Tier 1 Power Vendor:** These vendors are approved by AT&T to perform central office power installations for AT&T's ILECs and for CLECs in AT&T 13-States collocation and common areas. A list of Approved Tier 1 Power Vendors can be found in Appendix F of the collocation handbook.

2.0 COLLOCATION POWER

The following terms of this Amendment apply to all virtual and physical caged and cageless collocation arrangements.

2.1 CLEC POWER CONSUMPTION BASED ON CLEC REPORTED POWER USAGE

- 2.1.1 For purposes of billing for DC Power Consumption, with the execution of this Amendment, CLEC elects to report power usage for CLEC Requested Amperage by following the self-certification requirements set forth in Section 2.5.1 herein.
- 2.1.2 If CLEC elects to report CLEC Requested Amperage, then the CLEC Requested Amperage shall be the basis for billing at the monthly power consumption rates, as specified in Section 2.4.1 herein.
 - 2.1.2.1 AT&T Texas will continue to apply the current fuse for Standard and Non-standard Power Delivery Arrangements ordered by the CLEC at a minimum of 125% of the amperage of the ordered capacity of the Power Delivery Arrangement. For example, in a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead, the A lead and the B lead would be fused at a minimum of 125 AMPS each.
 - 2.1.2.2 Pursuant to the terms of the Collocation Tariffs, CLEC will be permitted to order Non-standard Power Delivery Arrangements on an ICB basis.

- 2.1.2.3 CLEC can request that AT&T Texas supply power over both an A feed and B feed, but CLEC will only be billed for the CLEC Requested Amperage (provided the combined use of the A feed and B feed does not exceed the CLEC Requested Amperage).

2.2 CHANGES TO POWER DELIVERY ARRANGEMENTS PROVISIONED AT THE BDFB OR POWER BOARD-EXISTING ARRANGEMENTS

- 2.2.1 For Power Delivery Arrangements existing as of the Effective Date that are provisioned at the BDFB or Power Board, AT&T Texas will allow the Power Delivery Arrangement to remain as fused at the BDFB or at the Power Board, except under the following scenarios covered by Sections 2.2.1.1, 2.2.1.2 and 2.2.1.3.

2.2.1.1 The following terms apply if the CLEC Requested Amperage results in a decrease in usage that should result in a reduction in the Standard Power Delivery Arrangement as defined in the AT&T Texas Physical Collocation Tariff, e.g., from a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead to a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead. If the Power Delivery Arrangement is and can remain provisioned from the AT&T Texas BDFB, then there would be no change in fusing or power cables associated with the reported decrease in usage. If the Power Delivery Arrangement is provisioned from the AT&T Power Board and the CLEC Requested Amperage would normally necessitate the Power Delivery Arrangement be provisioned from the AT&T Texas BDFB instead of the AT&T Texas Power Board and if the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the BDFB, i.e., from a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. Thus, if the CLEC is on the Power Board and submits a CLEC Requested Amperage of less than 51 AMPs, and the Power Board is congested, then a move from the Power Board to the BDFB is required. These charges will consist of all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

2.2.1.2 The following terms apply if the CLEC Requested Amperage results in an increase in usage that requires an increase in the Standard Power Delivery Arrangement, i.e. from a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead being increased to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. The Power Delivery Arrangement can remain provisioned from the AT&T Texas BDFB and there would be no change in fusing or power cables associated with the reported increase in usage provided the existing Power Delivery Arrangement has been engineered to carry the increased usage. The new CLEC Requested Amperage can be no greater than the engineered capacity for the Power Delivery Arrangement (e.g., the CLEC may not request more than 50 AMPs on a Power Delivery Arrangement provisioned for 100 AMPs). If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if the AT&T Texas main Power Board is NOT at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. Any CLEC Requested Amperage of 51 AMPs and above will require the CLEC to have a Collocation Interconnection Power Panel ("CIPP") panel. If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if such provisioning will cause the AT&T Texas main Power Board to reach a point of congestion (80% of fuse positions utilized), then AT&T will accommodate CLEC's request under the terms of Sections 2.2.1.3 and 2.2.2. The CLEC will reimburse AT&T Texas for

all costs associated with re-provisioning its Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

- 2.2.1.3 If AT&T Texas discovers that there are Power Delivery Arrangements terminated at the AT&T Texas Power Board that are not consistent with Power Delivery Arrangements normally terminated at the Power Board pursuant to Section 1.2.2 and the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would require AT&T Texas to incur the expense of expansion, AT&T Texas will require the CLEC to reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB, including Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. The costs and charges associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB will be waived if the original decision to provision the arrangement at the Power Board was made by AT&T Texas and was not requested by the CLEC in its collocation application.
- 2.2.2 If power re-arrangement is required under Section 2.2.1 above, CLEC Power Delivery Arrangements will be removed from the AT&T Texas Power Board and moved to the BDFB in the following manner. AT&T Texas will identify CLEC(s) with the lowest reported load(s) below 51 AMPs served from the AT&T Texas Power Board. Maintaining an order from lowest to highest CLEC Requested Amperage, each CLEC will be selected to move and be serviced from the AT&T Texas BDFB under the terms and conditions herein. If 2 or more CLECs should report equal CLEC Requested Amperage and qualify for removal, then both/all will be selected to move without discrimination, so long as one is required to alleviate the identified congestion on the AT&T Texas Power Board. The total number of CLEC Power Delivery Arrangements to be moved from the AT&T Texas Power Board to the AT&T Texas BDFB will be the total required to restore the AT&T Texas Power Board to no greater than 65% utilization of fuse positions after the request triggering the need for loads to be moved is met.
- If the Power Board is at 80% congestion, the process for notification and rearrangement will be as follows:
- 2.2.2.1 Collocation Account Manager will send a congestion notification letter and a quote letter via email to the affected CLEC(s) (with a follow up hard copy in the US Mail). The notification and quote letters will be sent to both the individual who is signing the power self-certification form, as well as to the Notices person under the Interconnection Agreement (ICA)
- 2.2.2.2 AT&T Texas will provide in the congestion notification letter the following information to the CLECs served on the specific Power Board:
- Total number of fuse positions available on the Power Board,
 - Number of fuse positions currently taken,
 - Number of fuse positions required to fulfill existing requests for additional fuse positions, and
 - Number of CLEC fuse positions with CLEC Requested Amperage at less than 51 AMPs.
- 2.2.2.3 A CLEC request for independent verification must be received within five (5) business days subsequent to receiving the information identified in section 2.2.2.2 above. AT&T Texas, within three (3) business days of a CLEC request for independent verification, will notify all affected CLECs of the date and time for the independent verification meeting with an Approved Tier 1 Power Vendor at the primary Power Board to validate total number of positions available, number of positions currently taken, and identify the specific CLEC positions with CLEC Requested Amperage at less than 51 AMPs. There will be no charge to CLECs for any independent verification.

CLEC must notify its Collocation Account Manager within (1) ten (10) business days of receiving the congestion notification and quote letter or (2) five (5) business days following the independent verification, whichever is later, if it is interested in coordinating this as a project with other CLECs.

- 2.2.2.4 If two (2) or more CLECs express interest, AT&T will share names and contacts with the interested parties no later than three (3) business days following notification by the CLECs of interest. Within five (5) business days of AT&T Texas providing joint CLEC contact information, one of the affected parties must request a group quote from AT&T Texas. AT&T Texas will provide the group quote to all affected CLECs within five (5) business days based on the number of CLECs involved and number of Power Delivery Arrangements to be moved. In such event, the applicable Project Management fees will be pro-rated across the participating CLECs. If, after receiving the group quote, an affected CLEC does not wish to participate in the coordinated move, that CLEC must notify AT&T and the remaining affected CLECs within eight (8) business days of receipt of the group quote. In such case, all affected CLECs will proceed on an individual basis rather than as a group project. Each CLEC must submit its augment application to the Collocation Service Center (CSC) within ten (10) business days of receipt of the group quote, regardless of whether the project is continuing as a coordinated move or whether the CLECs are proceeding on an individual basis. CLEC and AT&T Texas will have forty-five (45) calendar days from the date of the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.
- 2.2.2.5 If an individual CLEC does not wish to participate in a coordinated move and does not wish to change its reporting to 51 AMPs or above to maintain service from the AT&T Texas Power Board, as stated in paragraph 2.2.3, then that CLEC must submit its augment application, and pay the individual quoted amount provided under paragraph 2.2.2.1. The individual CLEC must submit its augment application to the Collocation Service Center (CSC) within (1) ten (10) business days of receiving the congestion notice and quote letter, or (2) five (5) business days following the independent verification, whichever is later. CLEC and AT&T Texas will have forty-five (45) calendar days from the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.
- 2.2.2.6 The following are the steps in the process and/or items that may require coordination:
- a. AT&T Texas notice and quote letter to CLECs that Power Board is at 80% congestion.
 - b. CLEC notice to AT&T Texas via a collocation account manager that they desire to manage the power rearrangements as a project.
 - c. Application from each CLEC.
 - d. Agreement that application and work effort are not subject to performance measures.
 - e. Utilization of the same Approved Tier 1 Power Vendor by the CLECs.
 - f. One coordinated Job Start Agreement and Method Of Procedures (JSA/MOP) with same vendor – maintenance window (night).
 - g. Agreement to have work performed during the same maintenance windows.
 - h. The provisioning of a DC Power Delivery Arrangement at the BDFB in the cageless and virtual environment would be installed by CDOW, consistent with all applicable terms of the Collocation Tariffs, including but not limited to Section 5, Part 20.17 of the AT&T Texas Physical Collocation Tariff for cageless and Section 26.1.1(C) of the Virtual Collocation Tariff for virtual. The provisioning of a DC Power Delivery Arrangement at the AT&T Texas BDFB in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

- i. Cable replacement/discontinuance of the existing Power Delivery Arrangement at the Power Board in the cageless and virtual environment would be CDOW under the terms of the Collocation Tariffs referenced above. Cable discontinuance of the existing Power Delivery Arrangement at the Power Board in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

2.2.2.7 Full payment of AT&T Texas quoted fees must be received by AT&T prior to job completion.

- 2.2.3 Only CLEC Requested Amperage below 51 AMPs will qualify for selection to be relocated from the AT&T Texas Power Board to the AT&T Texas BDFB at the point of congestion. After AT&T Texas notifies a given CLEC that the CLEC load is subject to removal, within ten (10) business days of the CLEC receiving the quote from AT&T Texas, the CLEC shall have the option to change its reporting to 51 AMPs to maintain service from the AT&T Texas Power Board. If a CLEC chooses to report and be billed for consumption of 51 AMPs or above to avoid relocation in a congestion situation, the CLEC will be billed at new reported consumption rate for a minimum of one year after this change. There will be no fees associated with the change in reported AMPs.
- 2.2.4 During the 12-month period following the Effective Date, AT&T Texas agrees that the Power Rearrangement (Cable Removal) Application Fee in Attachment A is waived for the CLEC when the CLEC requests to move from a Power Delivery Arrangement that is provided directly from an AT&T Texas Power Board to a Power Delivery Arrangement that is provided directly from an AT&T Texas BDFB. However, CLECs are obligated to reimburse AT&T Texas for the Augment Project Management Fee for Power Rearrangement (Cable Removal), the DC Power Delivery Arrangement Fee, and any applicable Power Cable Removal Fees or Power Fuse Rearrangement Fees in Attachment A.
- 2.2.5 Except as provided herein, AT&T Texas will not charge CLEC any NRCs for administrative conversion to switch to the new billing arrangement, i.e., to submit a Self Certification Form and change the amount being billed. If the CLEC changes the physical Power Delivery Arrangements, the rates in Attachment A or the Collocation Tariffs, as applicable, shall apply except that AT&T Texas will waive the Power Fuse Rearrangement Fees relating to a fuse change in the first twelve months following the execution of this agreement. Fuse changes beyond the initial twelve month grace period would be subject to the Power Fuse Rearrangement Fees of \$1,571.47 at the BDFB and of \$1,734.38 at the Power Board as set forth in Attachment A. The rate elements included in these fees are those for Power Reduction (Refusing Only) and would include Power Record Updates, Power Fuse Reductions (10-50- AMPs/100 AMPs), Re-stencil Power and tag cables, Vendor Engineering, Project Management Fees (power fuse change 10-50 AMPs/100 AMPs), and Application Fee (power fuse change 10-50- AMPs/100 AMPs). No other NRCs related to the Power Fuse Rearrangement Fees shall apply.

2.3 PROVISIONING-NEW/AUGMENTING EXISTING ARRANGEMENTS

2.3.1 Standard DC Power Delivery Arrangements

A CLEC may provision a new Power Delivery Arrangement or augment an existing Power Delivery Arrangement consistent with section 20.17 of the Local Access Service Tariff or section 26.13.1 of the Access Service Tariff. All arrangements that are fused at the maximum capacity of the circuit shall be managed by a Secondary Power Distribution Unit (PDU). The PDU would be found on the AEL (All Equipment List) and approved by AT&T Texas for use in collocation arrangements.

As part of the collocation application, the CLEC will provide an estimate of CLEC Requested Amperage as follows:

- 1. CLEC Requested Amperage between 5 and 20 AMPs

Arrangements with CLEC Requested Amperage between 5 and 20 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

2. CLEC Requested Amperage between 21 and 50 AMPs

Arrangements with CLEC Requested Amperage between 21 and 50 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

3. CLEC Requested Amperage between 51 and 100 AMPs

If the AT&T Texas BDFB will accommodate, Power Delivery Arrangements with CLEC Requested Amperage between 51 and 100 AMPs will be provisioned from an AT&T Texas BDFB. Otherwise, these arrangements will be sourced from an AT&T Texas Power Board. The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

For new or subsequent collocation arrangements, the CLEC shall measure and certify DC power consumption by the 30th day following turnover of collocation space or augment. Once the CLEC has reported their power consumption, CLEC will be billed back to the date which is fifteen (15) calendar days following job turnover.

2.3.2 Arrangements Not Managed by a Secondary Power Distribution Unit (PDU)

2.3.2.1 All CLEC Power Delivery Arrangements not terminated on a secondary power distribution unit will be fused at 125% over the CLEC Requested Amperage.

2.3.2.2 In the event that a CLEC's request for power necessitates that AT&T Texas deploy additional power infrastructure, AT&T Texas will notify CLEC of this situation during the standard quote interval, and the provisioning interval for the requested power will be 140 days unless both Parties mutually agree otherwise.

2.4 MONTHLY USAGE RATES

2.4.1 The CLEC Requested Amperage is multiplied times the per ampere rates for HVAC, DC Plant, and AC Usage in Attachment A to determine the total monthly DC Power Consumption and other charges measured based on power consumption amperage.

2.5 BILLING ON SELF CERTIFICATIONS

2.5.1 The following rules will apply to ensure fair and proper reporting and administration of the CLEC Requested Amperage and associated billing:

2.5.1.1 On a semi-annual basis, CLEC will self certify that the usage for each of its Texas collocation Power Delivery Arrangements is less than or equal to the CLEC Requested Amperage. ("Self Certification Process").

2.5.1.1.1 CLECs will complete the Self Certification Form using the Self Certification Form attached to this Amendment as Attachment B. CLEC will email completed Initial Self Certification Form to the CSC ADMN mailbox at M36966@att.com.

2.5.1.1.2 In the event that a CLEC identifies a lead that is missing a 145 P tag, the CLEC will complete the certification for that Power Delivery Arrangement and place the words "no tag found" in the 145 P tag box that corresponds with that Power Delivery Arrangement. The CLEC will then turn the certification form in and will be responsible for providing the information for the missing tags no later than forty (40) calendar days from submission of the certification form to AT&T.

2.5.1.1.3 From the time of certification submission to the forty (40) day point, the CLEC will be billed the reported usage amount for all Power Delivery Arrangements with missing 145 P tags. Failure to provide the 145 P tag information to AT&T Texas within the forty (40) day time period will result in the CLEC being billed

the carrying capacity of one lead for each Power Delivery Arrangement with missing 145 P tags up until such time as the missing information is provided.

2.5.1.1.4 It is the responsibility of the CLEC to hire a Tier 1 Power vendor to obtain the missing 145 P tag information on its behalf for presentation to AT&T Texas.

2.5.1.1.5 The Self Certification Form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the Collocation Service Center (CSC) ninety (90) days after such notification.

2.5.1.1.6 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:

- o CLEC shall use an Approved Tier 1 Power Vendor to perform amperage reading of the DC power delivery in the virtual arrangement,
- o Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSA/MOP),
- o The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the Texas Virtual Collocation Tariff, Section 26.17.3.

2.5.1.2 In the semi-annual self certification, CLEC will self certify that there has been a physical site-measured verification (taken no more than six months before the date of the certification) of the total actual usage for each Power Delivery Arrangement and that such actual usage is less than or equal to the CLEC Requested Amperage. Physical measurements shall be taken on the supply side of the DC Power Delivery Arrangement at a point prior to the Power Delivery Arrangement's cabling terminating on collocated equipment. This measurement shall be made on all Power Delivery Arrangements entering a CLEC's collocation arrangement. Each Power Delivery Arrangement shall be identified by providing the relay rack number of the AT&T Texas BDFB or Power Board and the fuse position. If CLEC's prior, semi-annual self certification was based on a physical site-measured verification, the next self certification may be an engineering verification based on CLEC's use of best engineering practices to determine that there are no indications that a change in the total actual usage has occurred since the physical site-measured verification. Best engineering practices shall include but not be limited to consideration of the following: (a) activation or installation of any equipment; (b) activation or modification (e.g., software or hardware) of any equipment; (c) potential DC power increases due to growing CLEC customer base or customer usage; and/or (d) any potential DC power increases due to aging of the CLEC equipment.

2.5.1.3 The CLEC will have up to one-hundred eighty (180) days from the Effective Date of this Amendment to complete the Initial Self Certification Form. The Self Certification Form will include all power arrangements within the specific CLLI 11 for each of their Texas Collocation Arrangements using the procedures set forth in Section 2.5.1.1 above. ("Open Certification Window"). CLECs may submit the Initial Self-Certification Forms prior to the expiration of the Open Certification Window that contain all or part of the DC Power Delivery Arrangements within AT&T Texas' central offices (i.e., CLEC may send in Initial Self-Certification Forms as completed for central offices). However, within the Open Certification Window, in order to be eligible for being billed based on the CLEC Requested Amperage, CLEC must submit an Initial Self-Certification for each Power Delivery Arrangement located in AT&T Texas' central offices. AT&T will process the Initial Self-Certification Form(s) as follows:

- 2.5.1.3.1 If the CLEC submits Initial Self-Certification Form(s) for all of the CLEC's Power Delivery Arrangements within the first forty (40) days after the Effective Date of this Amendment, upon receipt of the Initial Self Certification Form(s), AT&T Texas will process service orders related to the DC Power Delivery Arrangements reported in the Initial Self-Certification updating billed amperage for DC Power Consumption by CLEC billing account number (BAN) per the information contained on the Self Certification Form, retroactive to the Effective Date of this Amendment, and will true-up any billing that occurred subsequent to the Effective Date.
- 2.5.1.3.2 If the CLEC submits Initial Self-Certification Form(s) after the first forty (40) days after the Effective Date of this Amendment, but during the Open Certification Window, AT&T Texas will process subsequent Initial Self Certification Forms as received and the effective bill date will be the date the Self Certification Form for all Power Delivery Arrangements, in a specific collocation arrangement, is received by AT&T Texas.
- 2.5.1.3.3 If CLEC fails to submit the Initial Self Certification Form for all Power Delivery Arrangements, in a specific CLLI 11 within the Open Certification Window (180 days), then the Collocation Account Manager will send a formal letter to the CLEC advising that AT&T Texas has not received the Initial Self Certification Form for the specific CLLI 11, and that the billing for those collocation arrangements will continue to be based on 50% of the ordered and provisioned capacity of the Power Delivery Arrangement, i.e., the capacity of one power lead, until and unless an Initial Self-Certification Form for all Power Delivery Arrangements in a specific CLLI 11 is received.
- 2.5.1.4 CLEC's subsequent semi-annual Self Certifications will be due on March 31 and September 30 of every calendar year.
- 2.5.1.4.1 If a Self Certification Form subsequent to the Initial certification is not received by the due date, AT&T Texas will notify the CLEC within five (5) business days of the due date that the certification is delinquent ("first delinquency").
- 2.5.1.4.2 After receipt of a delinquency notice pursuant to Section 2.5.1.4.1, CLEC will have fifteen (15) calendar days to submit the Self Certification Form. In the event the CLEC fails to submit a Self Certification Form when due, AT&T Texas will continue to bill CLEC based on the prior Self-Certification.
- 2.5.1.4.3 If the CLEC fails to cure the first delinquency and fails to submit the next consecutive Self Certification (2nd delinquency), AT&T Texas will provide notice of the delinquency pursuant to Section 2.5.1.4.1. If the CLEC fails to cure the 2nd delinquency within ten (10) days of notification, AT&T will convert the billing to the carrying capacity of one lead for all the CLECs collocation arrangements and will begin billing the CLEC pursuant to the terms of the Collocation Tariffs. For avoidance of doubt, such conversion of billing will occur only if the CLEC has not provided any self-certification whatsoever for any and all Power Delivery Arrangements for a period exceeding one calendar year.
- 2.5.1.5 CLEC will notify AT&T Texas of an increase in CLEC Requested Amperage for a DC Power Delivery Arrangement since the last Self Certification if the actual increase in usage for the DC Power Delivery Arrangement is 10 AMPs or greater over the last self certified amount and the increase occurs between Self Certification dates. CLECs will notify AT&T Texas of a decrease in CLEC Requested Amperage since the last Self Certification if the actual decrease in usage for the arrangement is 10 AMPs or greater from the amount of the last Self Certification and the decrease occurs between Self Certification dates. AT&T Texas will update the CLECs

billing to account for the increase or the decrease in CLEC Requested Amperage on the next billing cycle.

- 2.5.2 AT&T Texas reserves the right to temporarily reduce the size of the fuse for CLECs in the event of a pending or actual DC power emergency or natural disaster, for the protection of the AT&T Texas power plant. AT&T Texas will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Texas will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed capacity, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T providing notice. AT&T will fuse the CLEC's Power Delivery Arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Texas will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded. Within 48 hours after such notice, AT&T Texas will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Texas must receive notice of the CLECs desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T of its desire to maintain the increased amperage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Texas may bill CLECs based on the increased amperage for the duration of the DC power emergency.

2.6 SELF CERTIFICATION AUDITS

- 2.6.1 AT&T Texas reserves the right to periodically validate CLEC actual usage reported in its semi-annual Self Certifications. AT&T Texas will bring any discrepancies of + or – 10%, provided the discrepancy is at least 5 AMPs, to the CLEC's attention for resolution within 10 business days. AT&T Texas will update the CLEC's billing, back to the most recent CLEC collocation application or Self Certification (whichever is later), based on the AT&T Texas validated usage.
- 2.6.2 During the nine-month period following the Effective Date of the Amendment, if AT&T Texas identifies that a specific collocation Power Delivery Arrangement was under reported by 20% or more (provided the discrepancy is at least 10 AMPs), AT&T will notify the CLEC within 5 business days and suspend further audits on that particular CLEC for 15 business days. The purpose of this provision is to allow time for the CLEC, at its sole discretion, to validate their initial certifications for accuracy and resubmit certifications as necessary. AT&T Texas will update the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later), but the discrepancy noted for the affected Power Delivery Arrangement will not count as a first offense for purposes of assessing penalties under this Section or paragraph 2.6.3. Discrepancies identified after the 15 business day period or during subsequent certification periods will result in AT&T Texas updating the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later). If discrepancies of greater than 20% occur a second time for a specific Power Delivery Arrangement, the billing to the CLEC will revert back to the ordered capacity of the A lead for the identified Power Delivery Arrangement for a 12 month period before the CLEC will again be eligible for this offering at the collocation Power Delivery Arrangement with the discrepancy
- 2.6.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLEC's total collocation count in Texas are found to have discrepancies of greater than 20% in a calendar year, provided the discrepancy at each site is at least 10 AMPs, billing to the CLEC will revert to the CLEC ordered capacity of the A lead for all collocation Power Delivery Arrangements in Texas under the terms of the Collocation Tariffs, as applicable, including the rates stated therein, for a 12 month period before the CLEC will again be eligible for this offering.
- 2.6.4 AT&T Texas will provide the CLEC with the results of that CLEC's audit resulting in amended billing; provided, however, that in the event that AT&T Texas proposes to amend billing pursuant to paragraph

2.6.3, AT&T Texas will provide the affected CLEC with measurements of that CLEC's collocation Power Delivery Arrangements taken during the audit that prompted the proposed billing amendment. The CLEC may dispute the results of the audit under the dispute resolution procedures of the CLEC's interconnection agreement, and present mitigating factors demonstrating that amended billing is not warranted. During the pendency of any such dispute, AT&T TEXAS shall refrain from applying any of the penalties set forth in paragraphs 2.6.2 and 2.6.3.

3. MISCELLANEOUS PROVISIONS

3.1 TERM OF THE AMENDMENT

This Amendment will expire (a) five years from the Effective Date, or (b) if the CLEC's ICA term is for five years, the duration of the CLEC's interconnection agreement if that agreement was approved in PUC Docket No. 28821, or is an MFN from a interconnection agreement that was approved in Docket No. 28821; provided that under option (b), the Amendment would run no longer than 12 months past the expiration date of the Interconnection Agreement, unless the Parties mutually agree to a different expiration date for the Amendment. The terms of this Amendment shall not be subject to change by tariff, but, to the extent rates, terms and conditions of the Physical or Virtual Collocation Tariffs do not conflict with the terms of this amendment, the terms of the tariff shall continue to apply. Both Parties to this Amendment agree to relinquish any right, during the term of the Amendment, to seek a different rate, measurement methodology and/or power billing procedure for AT&T Texas collocation DC power consumption, including rates for DC plant and AC usage.

The Parties acknowledge and agree that the Parties have entered into this Amendment as a compromise and settlement of differences between the Parties regarding the implementation of the Commission's order concerning collocation power metering in Docket No. 28821. This Amendment supersedes the Tracking and Billing CLECs Power Usage section of Appendix Collocation. Both Parties agree that they will not attempt to introduce or present this Amendment to any individual, entity, administrative, regulatory or judicial body for the purpose of attempting to demonstrate that the other Party (or one or more of its predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, or employees) has endorsed or advocated any particular term of this Amendment. It is further understood that all statements and conduct of any Party made in connection with the negotiation of this Amendment will be inadmissible as evidence under Federal Rule of Evidence 408 and any similar federal or state statute or rule, except in a proceeding brought to enforce the terms of this Amendment.

3.2 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

3.3 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) 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); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 3.4 This Amendment shall be filed with the Public Utility Commission of Texas and is effective upon filing (the "Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 21st day of December, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Verizon Select Services, Inc.

By: Jim Woodcock

Printed: James Woodcock

Title: Director - Alliance Management
(Print or Type)

Date: 12-19-06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas
by AT&T Operations, Inc., its authorized agent

By: Chris Nations

Printed: CHRIS NATIONS

Title: Executive Director-Regulatory

Date: 12/21/06

FACILITIES-BASED OCN # _____

ACNA GOP

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fees		
Caged Collocation		
Initial Application	None	\$3,536.95
Augment Application	None	\$1,224.33
Non-Standard Application	None	\$1,436.00
DC POWER CONSUMPTION		
Caged Collocation		
DC Plant (per amp)	\$7.38	None
AC Usage (per amp)	\$3.82	None
HVAC (per AMP)	\$0.40	None
DC Power Delivery Arrangement		
Caged Collocation		
Two 20 amp feeds	None	\$389.03
Two 50 amp feeds	None	\$643.12
Two 100 amp feeds	None	\$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		\$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		\$2,220.45
1) <u>Equipment Engineer</u> Project Coordination - -- Review vendor bills and coordinate with appropriate departments to manage billing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) <u>Quality Auditing</u> Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) <u>LFO Labor</u> Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.O. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		\$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		\$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		\$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		\$1,734.38

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fee		
Cageless Collocation		
Initial Application	None	\$4,489.21
Augment Application	None	\$1,360.37
Non-Standard Application	None	\$1,436.00
DC POWER CONSUMPTION		
Cageless Collocation		
DC Plant (per amp)	\$7.36	None
AC Usage (per amp)	\$3.82	None
HVAC (per AMP)	\$0.40	None
DC Power Delivery Arrangement		
Cageless Collocation		
Per Cable Rack	\$0.10	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		\$503.95
Augment Project Management Fee – Power Rearrangement (cable removal)		
**The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		\$2,220.45
1) <u>Equipment Engineer</u> Project Coordination - -- Review vendor bills and coordinate with appropriate departments to manage billing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) <u>Quality Auditing</u> Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) <u>LFO Labor</u> Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.O. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		\$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		\$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		\$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		\$1,734.38

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fee		
Caged Common Collocation		
Initial Application	1.01 per linear ft.	\$2,992.81
Augment Application	None	\$1,224.33
Non-Standard Application	None	\$1,436.00
DC POWER CONSUMPTION		
Caged Common Collocation		
DC Plant (per amp)	\$7.38	None
AC Usage (per amp)	\$3.82	None
HVAC (per AMP)	\$0.40	None
DC Power Delivery Arrangement		
Caged Common Collocation		
Two 20 amp feeds	None	\$389.03
Two 50 amp feeds	None	\$643.12
Two 100 amp feeds	None	\$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		\$503.95
Augment Project Management Fee – Power Rearrangement (cable removal)		
**The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		\$2,220.45
1) <u>Equipment Engineer</u> Project Coordination - -- Review vendor bills and coordinate with appropriate departments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) <u>Quality Auditing</u> Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.O. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		\$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		\$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		\$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		\$1,734.38

Amendment--Collocation Power Adjacent On-Site Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fee		
Adjacent On-Site Collocation		
Initial Application	None	\$6,121.65
Augment Application	None	\$1,224.33
Non-Standard Application	None	\$1,436.00
DC POWER CONSUMPTION		
Adjacent On-Site Collocation		
DC Plant (per amp)	\$6.52	None
AC Usage (per amp)	\$3.82	None
DC Power Delivery Arrangement		
Adjacent On-Site Collocation		
Two 100 amp feeds	\$2.64	\$5,088.60
Two 200 amp feeds	\$5.27	\$9,723.18
Two 300 amp feeds	\$5.27	\$11,683.94
Two 400 amp feeds	\$7.91	\$17,298.89
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		\$503.95
Augment Project Management Fee – Power Rearrangement (cable removal)		
**The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		\$2,220.45
1) <u>Equipment Engineer</u> Project Coordination - -- Review vendor bills and coordinate with appropriate departments to manage billing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) <u>Quality Auditing</u> Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) <u>LFO Labor</u> Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Adjacent On-Site Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.O. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		\$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		\$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		\$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		\$1,734.38

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
Application Fee		
Virtual Collocation		
Initial Application	None	\$4,489.21
Augment Application	None	\$1,360.37
DC POWER CONSUMPTION		
Virtual Collocation		
DC Plant (per amp)	\$7.36	None
AC Usage (per amp)	\$3.82	None
HVAC (per AMP)	\$0.40	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		\$503.95
Augment Project Management Fee – Power Rearrangement (cable removal)		
**The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		\$2,220.45
1) <u>Equipment Engineer</u> Project Coordination - -- Review vendor bills and coordinate with appropriate departments to manage billing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) <u>Quality Auditing</u> Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) <u>LFO Labor</u> Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	MONTHLY RECURRING CHARGES	NON RECURRING CHARGES
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.O. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		\$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		\$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		\$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		\$1,734.38

Instructions for Completing the CLEC Self Certification Form		
Step #	Fields beginning with	Action Item
1	F2	Indicate if this is a Physical Site Verification or Engineering Site Verification
2	B3	List CLEC Name (Legal Entity)
3	A7	Populate the Access Carrier Name Abbreviation (ACNA) of the company for which this form is being completed.
4	B7	List the complete CLLI 11 for each collocation arrangement that you are certifying.
5	D7	Populate the Relay Rack number of the AT&T BDFB or Power Board (which can be found on the 145P tag) from which each power arrangement is supplied. If the 145P tag is missing, indicate "no tag found" and complete the rest of the certification form.
6	E7	Populate the AT&T Fuse Position (which can be found on the 145P tag) of each power arrangement. If the 145 P tag is missing, indicate "no tag found" and complete the rest of the certification form.
7	F7	Populate the quantity (AMPs) of DC power reported for each power delivery lead.
8	G7	Populate the Billing Account Number (BAN) of the collocation arrangement for which you are completing this form.
9		Upon completing the CLEC SELF CERTIFICATION FORM complete the CLEC SELF CERTIFICATION SIGNATURE PAGE and e-mail the completed forms to the Collocation Service Center (M36966@att.com).

List each CLLI 11 and all power arrangements within each CLLI 11.

Indicate if this is a Physical Site Verification, or an Engineering Site Verification: _____

CLEC Name (Legal Entity): _____ Page ____ of ____

(attach add'l pages as necessary)

ACNA	List CLLI 11 for each collocation arrangement	Please Provide ILEC Fuse Assignments for Each DC Power Arrangement (A&B Lead)			New CLEC Requested Amperage to be billed	Billing Account Number (BAN)
		Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
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		B				
		A				
		B				
		A				
		B				
		A				
		B				

**POWER REQUIREMENTS CERTIFICATION FORM
FOR THE STATE OF TEXAS**

CLEC Name (Legal Entity) _____, hereinafter referred to as
“_____”, requests that all of the power arrangements for each Physical and
Virtual Collocation arrangement located in Texas reflect the new CLEC reported usage (AMPS) for all of

***NOTE:** PLEASE REFER TO THE SECOND TAB OF THIS FORM TO SELF CERTIFY EACH POWER
ARRANGEMENT FOR EACH CLLI 11.

AT&T will allow a buffer for power consumption of 10% or 5 amps (which ever is greater) of the CLEC
reported usage (AMPS). If any changes in equipment or upgrades to equipment result in an increase in
CLEC reported usage (AMPS) above the buffer, then CLEC is required to submit an updated certification

CLEC Name (Legal Entity) _____, hereby certifies that all Physical
and/or Virtual Collocation power arrangements listed on the second tab of this spreadsheet for the new
CLEC reported usage (AMPS) is true and correct through physical or engineering site measured
verification.

By: _____
Authorizing Agent for CLEC company

CLEC Phone Number: _____

CLEC Email Address: _____

Date of Certification: _____

PLEASE EMAIL THIS FORM TO THE CSC AT THE [CSC ADMN MAILBOX](#) at

NOTE: This form will be used only until the mechanized CLEC Self Certification form becomes
available on the CLEC OnLine website. Once the mechanized forms are available, the manual form will

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS
AND
VERIZON SELECT SERVICES, INC.

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone Company¹ d/b/a AT&T Texas ("AT&T") and Verizon Select Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated 9/22/2005 (the "Agreement"); and

WHEREAS, the United States District Court for the Western District of Texas issued its order ("Order") in Case No. A-05-CA-862-SS, on August 30, 2006, concluding that certain terms and conditions regarding AT&T's obligation to provide routine network modifications to unbundled network elements must be removed from Section 9.9.2 of the Lawful UNEs Appendix; and

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order.

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

1. The first sentence in Section 9.9.2 of the Lawful UNEs Appendix is amended by deleting the following phrase: *"where there are no additional charges or minimum term commitments."* Section 9.9.2 as amended now reads as follows in its entirety:

9.9.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, 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 SBC TEXAS ordinarily attaches to a 251(c)(3) UNE DS1 Loop to activate such loop for its own End Users under the same conditions and in the same manner that SBC TEXAS does for its own End Users. They also include activities needed to enable a MCI to obtain access to 251(c)(3) UNE Dark Fiber Loops, as provided in section 12.11 of this Appendix. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include 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 or rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits, or 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

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Texas". Name change approval request(s) may be pending with the appropriate state regulatory authorities.

packetized transmission facility; or the provision of electronics for the purpose of lighting dark fiber (i.e., optronics) for MCI, and SBC TEXAS is not obligated to perform those activities for MCI.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 21st day of August, 2007, by Southwestern Bell Telephone Company d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Verizon Select Services, Inc.

By: 

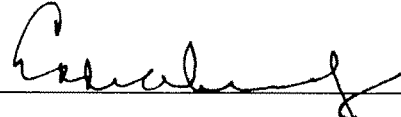
Printed: Scott C. Pierce

Executive Director

Title: Alliance Management
(Print or Type)

Date: 8/16/07

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

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Contract Management
(Print or Type)

Date: 8.21.07

UNE OCN#

RESALE OCN# 7646

FACILITIES-BASED OCN#

ACNA

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

AND

VERIZON SELECT SERVICES, INC.



Signature: eSigned - Dan HigginsName: eSigned - Dan Higgins
(Print or Type)Title: AVP, Carrier Management
(Print or Type)Date: 10 Oct 2016

Verizon Select Services, Inc.

State	Resale OCN
TEXAS	7646

Description	ACNA Code(s)
ACNA(s)	GOP

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 12 Oct 2016Southwestern Bell Telephone Company d/b/a AT&T
TEXAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
VERIZON SELECT SERVICES, INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

This amendment (“Amendment”) amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS (“AT&T”) and Verizon Select Services, Inc. (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), approved September 26, 2005 and as subsequently amended (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 (“FCC Lifeline Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

WHEREAS, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration and to modify certain provisions related to Customer Information Services.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - AT&T Transit Traffic Service Attachment, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
 - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Transit Traffic Services**

- 5.1. Add Attachment – Transit Traffic Service, attached hereto, as Exhibit A and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit C to the Agreement. The rates and provisions of Exhibit A and C shall apply to Transit Traffic Service provided in the State of Texas.

6. Termination of Agreement After Initial Term Expiration

- 6.1. The Parties agree to replace Sections 7.2 through 7.11 of the General Terms and Conditions of the Agreement with the following:
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for five (5) years after the Effective Date.
- 7.3 Termination for Nonperformance or Breach:
- 7.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- 7.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.
- 7.4 Termination of Agreement after initial term expiration:
- 7.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GT&C.
- 7.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 7.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have thirty (30) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section

252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

- 7.4.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement (“Generic”) as found on AT&T's CLEC Online website.
- 7.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 7.4.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides “Notice of Termination” as provided for in Section 7.4.
- 7.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

7. Customer Information Services (CIS)

- 7.1. With the exception of 7.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 7.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
- 7.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
 - CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8. The Parties agree to replace Section 19 from the Agreement with the following language:

19 NOTICES

- 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

19.1.1 delivered by electronic mail (email).

19.1.2 delivered by facsimile.

- 19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

- 19.3 Notices will be deemed given as of the earliest of:

19.3.1 the date of actual receipt.

19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

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

- 19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dan Higgins AVP Verizon Partner Solutions
STREET ADDRESS	1 Verizon Way, Floor 02 Room VC22E009
CITY, STATE, ZIP CODE	Basking Ridge, NJ 07920
PHONE NUMBER*	908.559.1770
FACSIMILE NUMBER	NA
EMAIL ADDRESS	daniel.higgins@verizon.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- 19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
9. The Parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:
- "AT&T-21STATE" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
- "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- "AT&T TEXAS" means the AT&T owned ILEC doing business in Texas.
10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
11. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided,

however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

12. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
15. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
16. For Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A

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1.0 Introduction

- 1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

- 2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.
- 2.2 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.
- 2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for

Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit

Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements.

7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

8.0 Transit Traffic Rate Application

8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,

8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.3 AT&T MISSOURI only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
 - 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
 - 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
 - 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
 - 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

Pricing Sheet
Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		\$ 0.00129567	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		\$0.0007	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2017)		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		\$0.000700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		\$0.000000	NA	NA	MOU
2MR-AT	TX	Transit Traffic Service	Local Transiting		ZZUTN		\$0.000960	NA	NA	per minute of use
2MR-AT	TX	Transit Traffic Service	Optional EAS Transit				\$0.001030	NA	NA	per minute of use
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub							
6	TX	OPERATOR CALL PROCESSING	Emergency Service				\$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN