

AT&T Wholesale Agreement

Contract Number: 10320

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

**ILLINOIS BELL TELEPHONE COMPANY,
 INDIANA BELL TELEPHONE COMPANY INCORPORATED,
 MICHIGAN BELL TELEPHONE COMPANY
 D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE
 COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY,
 THE OHIO BELL TELEPHONE COMPANY,
 PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL
 TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND
 TELEPHONE COMPANY, SOUTHWESTERN BELL TELEPHONE, L.P.
 D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR
 WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
 SUBJECT INDEX**

SUBJECT**APPENDIX**

General Terms & Conditions	GT&C-13 STATE
800 Database	800-13STATE
Physical Collocation	PHYSICAL COLLOCATION-13STATE
Virtual Collocation	VIRTUAL COLLOCATION-13STATE
Direct.....	DIRECT-13STATE
Directory Assistance	DA-13STATE
Directory Assistance Listing.....	DAL-13STATE
Emergency Services.....	911-13STATE
Merger Conditions	MERGER CONDITIONS-13STATE
Feature Group A	FGA-13STATE
Foreign Exchange	FX-13STATE
Interconnection Trunking Requirements	ITR-13STATE
Network Interconnection Methods	NIM-13STATE
Message Exchange.....	MESSAGE EXCHANGE -13STATE

Number Portability.....	NP-13STATE
Numbering	NUMBERING-13STATE
Operations Support Systems – Resale and UNE	OSS-13STATE
Reciprocal Compensation	RECIPROCAL COMPENSATION-13STATE
Recording.....	RECORDING-13STATE
Resale.....	RESALE-13STATE
Structure Access.....	SA-13STATE
Unbundled Network Elements.....	UNE-13STATE
White Pages	WP-13STATE
Billing, Collection, and Remittance.....	BCR-12STATE
Line Information Database-Administration.....	LIDB-AS-12STATE
Line Information and CNAM Service	LINE INFORMATION/CNAM SERVICE-12STATE
California Ancillary Equipment.....	ANCILLARY EQUIPMENT-CA
California Pricing.....	PRICING-CA
California Pricing Schedule Non-Recurring.....	PRICING SCHEDULE NON-RECURRING-CA
California Pricing Schedule Recurring	PRICING SCHEDULE RECURRING-CA
California Pricing Schedule – Collocation Services.....	PRICING SCHEDULE-COLLO-CA
California Pricing Merger Promotion Template	PRICING MERGER-CA
California Performance Measurements.....	PERFORMANCE MEASUREMENTS-CA
California Schedule UNE Combo.....	UNE COMBO-CA

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

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company d/b/a
Ameritech Michigan,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin**

and

Time Warner Telecom of California, L.P.

TABLE OF CONTENTS

1. DEFINITIONS	6
2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY.....	27
3. NOTICE OF CHANGES -- SECTION 251(C)(5).....	33
4. GENERAL RESPONSIBILITIES OF THE PARTIES.....	33
5. EFFECTIVE DATE, TERM, AND TERMINATION	37
6. END USER FRAUD	39
7. DEPOSITS (<u>SBC-12STATE</u>).....	41
8. BILLING AND PAYMENT OF CHARGES	44
9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION.....	50
10. DISPUTE RESOLUTION	55
11. AUDITS – APPLICABLE IN <u>SBC-12STATE</u> ONLY	59
12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	62
13. LIMITATION OF LIABILITY.....	62
14. INDEMNITY.....	64
15. PERFORMANCE MEASURES.....	68
16. INTELLECTUAL PROPERTY	68
17. NOTICES.....	69
18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS.....	71
19. NO LICENSE	71
20. CONFIDENTIALITY	72
21. INTERVENING LAW	78
22. GOVERNING LAW.....	79
23. REGULATORY APPROVAL.....	78

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION	80
25. COMPLIANCE AND CERTIFICATION	82
26. LAW ENFORCEMENT	80
27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR	81
28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY	82
29. ASSIGNMENT.....	82
30. DELEGATION TO AFFILIATE.....	83
31. SUBCONTRACTING	84
32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....	86
33. FORCE MAJEURE.....	87
34. TAXES	87
35. NON-WAIVER	90
36. NETWORK MAINTENANCE AND MANAGEMENT.....	88
37. SIGNALING.....	89
38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES	90
39. CUSTOMER INQUIRIES	92
40. EXPENSES.....	92
41. CONFLICT OF INTEREST.....	91
42. SURVIVAL.....	91
43. SCOPE OF AGREEMENT	91
44. AMENDMENTS AND MODIFICATIONS	91
45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES.....	94
46. APPENDICES INCORPORATED BY REFERENCE	93

47. AUTHORITY 99

48. COUNTERPARTS 99

49. ENTIRE AGREEMENT 98

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), is dated as of [REDACTED], 2002 by and between one or more of the SBC Communications Inc.-owned ILEC's Illinois **Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, Time Warner Telecom of California, L.P., ("TWTC") (a Limited Partnership), shall apply to the state(s) of California.

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

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

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

WHEREAS, for purposes of this Agreement, TWTC intends to operate where one or more of **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** is the Incumbent Local Exchange Carrier(s) (ILEC) and TWTC, a competitive Local Exchange Carrier (CLEC), has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to

provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

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.

1. DEFINITIONS

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

1.1 GENERAL DEFINITIONS

- 1.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 1.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **“Account Owner”** means a telecommunications company, including **SBC-13STATE**, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 1.1.6 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the

capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

1.1.6.1 Data services that are not primarily based on packetized technology, such as ISDN,

1.1.6.2 x.25-based and x.75-based packet technologies, or

1.1.6.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

1.1.7 **“Affiliate”** is As Defined in the Act.

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

1.1.9 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC-owned ILEC** doing business in Illinois.

1.1.10 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC-owned ILEC** doing business in Indiana.

1.1.11 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC-owned** doing business in Michigan.

1.1.12 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC-owned ILEC** doing business in Ohio.

1.1.13 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC-owned ILEC** doing business in Wisconsin.

1.1.14 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.1.15 **“As Defined in the Act”** means as specifically defined by the Act.

1.1.16 **“As Described in the Act”** means as described in or required by the Act.

- 1.1.17 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.18 **“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.
- 1.1.19 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.20 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.
- 1.1.21 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.22 **“CABS”** means the Carrier Access Billing System.
- 1.1.23 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.24 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.25 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.26 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.

- 1.1.27 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.28 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.29 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System (CABS) access messages among each other and other Parties connected to CMDS.
- 1.1.30 **“Central Office Switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.30.1 **“End Office Switch” or “End Office”** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 1.1.30.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.31 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.32 **“CNAM Query”** means a Query that allows TWTC to query a Calling Name Database for Calling Name Information in order to deliver that information to TWTC’s local CNDS subscribers.
- 1.1.33 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.34 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.35 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.36 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

- 1.1.36.1 **the Arkansas Public Service Commission (AR-PSC);**
 - 1.1.36.2 **the Public Utilities Commission of the State of California (CA-PUC);**
 - 1.1.36.3 **the Connecticut Department of Public Utility Control (DPUC);**
 - 1.1.36.4 **the Illinois Commerce Commission (IL-CC);**
 - 1.1.36.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
 - 1.1.36.6 **the Kansas Corporation Commission (KS-CC);**
 - 1.1.36.7 **the Michigan Public Service Commission (MI-PSC);**
 - 1.1.36.8 **the Missouri Public Service Commission (MO-PSC);**
 - 1.1.36.9 **the Public Utilities Commission of Nevada (NV-PUC);**
 - 1.1.36.10 **the Public Utilities Commission of Ohio (PUC-OH);**
 - 1.1.36.11 **the Oklahoma Corporation Commission (OK-CC);**
 - 1.1.36.12 **the Public Utility Commission of Texas (PUC-TX); and**
 - 1.1.36.13 **the Public Service Commission of Wisconsin (PSC-WI)**
- 1.1.37 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.38 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.39 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.40 **“Customer Usage Data”** means the Telecommunications Services usage data of a TWTC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to TWTC.

- 1.1.41 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.42 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.43 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.43.3 any Force Majeure Event.
- 1.1.44 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.45 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.45.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.45.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.45.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.46 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.47 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.

- 1.1.48 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.49 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.50 **“Exchange Access”** is As Defined in the Act.
- 1.1.51 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.52 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.53 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.54 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.55 **“Feature Group D” (FG-D)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.56 **“FCC”** means the Federal Communications Commission.
- 1.1.57 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate

Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

- 1.1.58 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.59 **"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 NXX-0/1XX.
- 1.1.60 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.61 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.62 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.63 **"Interconnection"** is As Defined in the Act.
- 1.1.64 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.65 **"InterLATA"** is As Defined in the Act.
- 1.1.66 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.67 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158 and defined in paragraphs 3-5 of the FCC's Declaratory Ruling in CC Docket 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68.

- 1.1.68 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.69 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.70 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.1.71 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.72 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.73 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.74 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.75 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.76 **“Local Traffic”**, Local Traffic for purposes of intercompany compensation, is if (i) the call originates and terminates in the same SBC exchange area or (ii) originates and terminates within different SBC Exchanges that share a common mandatory local calling area, i.e., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes

- 1.1.77 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.78 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.79 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.80 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.1.81 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.82 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.83 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

- 1.1.84 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE (“GR-394”) and GR-317-CORE (“GR-317”). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.1.85 **“Multiple Bill/MultipleTariff”** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a multiple tariff (MM).
- 1.1.86 **“Mutual Compensation”** as defined in the Amendment to Time Warner Telecom Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions..
- 1.1.87 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.88 **“Network Element”** is As Defined in the Act.
- 1.1.89 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.1.90 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.91 **“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. Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.92 **“Number Portability”** is As Defined in the Act.

- 1.1.93 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.94 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.95 **“Originating Point Code” (OPC)** means a code assigned to identify TWTC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.96 **PACIFIC** – As used here in, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.1.97 **“Party”** means either TWTC or the **SBC**-owned ILEC; use of the term “Party” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both TWTC and the **SBC**-owned ILEC; use of the term “Parties” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 1.1.98 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.99 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.100 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.101 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.102 **“Rate Center Area”** means the following in each applicable area:

1.1.102.1 SBC-AMERITECH

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

1.1.102.2 NEVADA

1.1.102.2.1 “Rate Center” denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.

1.1.102.3 PACIFIC

1.1.102.3.1 “Rate Center” denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.102.4 SNET

1.1.102.4.1 “Rate Center” means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.102.5 SBC-SWBT

1.1.102.5.1 “Rate Center” means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which

mileage measurements are determined for the application of interstate tariffs.

- 1.1.103 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.104 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.105 **“SBC Communications Inc.” (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.106 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the **applicable** SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.107 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.108 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.109 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.110 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.111 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.1.112 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.113 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.114 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.115 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability (“PNP”).
- 1.1.116 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.117 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.118 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.119 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.120 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.1.121 **“Special Billing Number” (SBN)** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 1.1.122 **“State Abbreviation”** means the following:
- 1.1.122.1 “AR” means Arkansas
 - 1.1.122.2 “CA” means California
 - 1.1.122.3 “CT” means Connecticut
 - 1.1.122.4 “IL” means Illinois

- 1.1.122.5 “IN” means Indiana
- 1.1.122.6 “KS” means Kansas
- 1.1.122.7 “MI” means Michigan
- 1.1.122.8 “MO” means Missouri
- 1.1.122.9 “NV” means Nevada
- 1.1.122.10 OH” means Ohio
- 1.1.122.11 OK” means Oklahoma
- 1.1.122.12 TX” means Texas
- 1.1.122.13 WI” means Wisconsin
- 1.1.123 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC owned ILEC doing business in Arkansas.
- 1.1.124 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.125 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.126 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.127 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.128 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.
- 1.1.129 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.130 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.131 **“Telecommunications”** is As Defined in the Act.
- 1.1.132 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.133 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.134 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.135 **“Telephone Toll Service”** is As Defined in the Act.

- 1.1.136 **“Third Party”** means any Person other than a Party.
- 1.1.137 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.138 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.139 **“Translation Type”** means a code in the Signaling Connection Control Part (**SCCP**) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query and/or CNAM Query. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 1.1.140 **“Trunk”** means a communication line between two switching systems.
- 1.1.141 **“Wire Center”** is the location of one or more local switching systems. A **point** at which End User’s loops within a defined geographic area converge. Such **local** loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY

- 1.2.1 **“Data Base Administration Center” (DBAC)** means an SBC-12STATE location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- 1.2.2 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in SBC-12STATE Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the TWTC Central Offices, TWTC Routing Points, Activation Dates, the POI(s) and the applicable SBC-12STATE Central Offices.
- 1.2.3 **“Digital Cross Connect Panel” (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.2.4 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface

(as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

- 1.2.5 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.2.6 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.2.8 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO **SBC-8STATE** ONLY

- 1.3.1 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding **SBC-8STATE** to the client/End User community.
- 1.3.2 **“Trunk-Side”** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.3.3 **“Port”** is the point of interface/access connection to the **SNET** public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO **SBC-7STATE** ONLY

- 1.4.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating

station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

- 1.4.2 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.
- 1.4.3 **"Serving Wire Center"** (SWC) means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.4.4 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
- 1.4.5 **"Data Interexchange Carrier"** (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-7STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-7STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.4.6 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE "GR-317.
- 1.4.7 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

1.5 **DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY**

- 1.5.1 **"Centralized AMA"** (CAMA) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.
- 1.5.2 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

1.6 **DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY**

- 1.6.1 **“Automatic Route Selection”** or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.6.2 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.6.3 **“Enhanced LECLink”** is a customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).
- 1.6.4 **“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.6.5 **“Line Side”** refers to the switch port toward the TWTC’s side of the equipment.
- 1.6.6 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-AMERITECH** Serving Wire Center.
- 1.6.7 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 **DEFINITIONS APPLICABLE TO SNET ONLY**

- 1.7.1 **“800 Series”** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the “800” Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider’s network translates the 800 series number into a

conventional 7 or 10 digit phone number for network switching and routing.

- 1.7.2 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.7.3 **“ConnNET”** is a CT packet switching network used for data communication to and from hosts and databases.
- 1.7.4 **“Database Administrative Service LIDB Operating Guidelines”** (Operating Guidelines) means the document developed by SNET that provides detailed instructions as to the working parameters of SNET's provision of the LIDB Administrative System to CLEC, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to CLEC upon execution of this Agreement.
- 1.7.5 **“Initial Billing Company” (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.
- 1.7.6 **“LIDB/AS”** means the LIDB administrative system for SNET.
- 1.7.7 **“Loop”** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the SNET designated serving wire centers.
- 1.7.8 **“Subsequent Billing Company”** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)
- 1.7.9 **“Switched Access Service”** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
- 1.7.10 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT only

- 1.8.1 **“Jurisdictional Identification Parameter” (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to **SBC-SWBT** only).
- 1.8.2 **“Line Validation Administration System” (LVAS)** means the LIDB administrative system for **SBC-SWBT**.
- 1.8.3 **“Originating Line Information” (OLI)** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to **SBC-SWBT** only.)

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

- 2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement or lowercased terms not defined will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

- 2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are

for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, TWTC Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a “**Referenced Instrument**”), it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such Referenced Instrument at such time. If a dispute about interpretation arises, the Parties shall submit the matter for resolution pursuant to Section 10 of this Agreement.

2.4 References

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

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

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

2.5.3 Wherever the term “customer” is used in connection with **SBC-SWBT’s** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

2.6 Conflict in Provisions

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

- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 **Joint Work Product**

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

2.8 Severability

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

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated to comport with the order or finding, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

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

2.11 State-Specific Rates, Terms and Conditions

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

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

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to

the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act (the "ILEC Territory"), and

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

2.13 Affiliates

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

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, the purchase of the assets of another company 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**").

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, TWTC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within 90 calendar days and to residential End Users within 90 calendar days unless otherwise agreed to by the Parties to this Agreement.
- 4.2 **SBC-12STATE** and TWTC shall each use their best efforts to meet the Interconnection Activation Dates when necessary.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.

4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **PACIFIC**.

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

4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

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

4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

- 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon TWTC signature of this Agreement, TWTC shall provide SBC-13STATE with TWTC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that TWTC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other TWTC identifier (collectively, a "**TWTC Change**"), TWTC shall submit written notice to SBC-13STATE within thirty (30) calendar days of the first action taken to implement such TWTC Change. TWTC may make one (1) TWTC Change in any twelve (12) month period without charge by SBC-13STATE for updating its databases, systems, and records solely to reflect such TWTC Change. In the event of any additional TWTC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable SBC-13STATE databases, systems, and records to reflect TWTC Change. Notwithstanding the above, for each TWTC Change the TWTC shall pay any applicable charges associated with recording and otherwise updating any

TWTC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the TWTC Change.

- 4.10 When a End User changes its service provider from **SBC-13STATE** to TWTC or from TWTC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (**“Referral Announcement”**) on the original telephone number that specifies the End User’s new telephone number.

4.10.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party’s tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10.2 The following applies to **AM-IN** only:

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

4.10.3 The following applies to **AM-MI** only:

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

4.10.4 The following applies to **AM-OH** only:

- 4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party’s tariff(s). However, if either Party provides

Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

- 4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.12 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.

5. **EFFECTIVE DATE, TERM, AND TERMINATION**

- 5.1 In **SBC-13STATE**, with the exception of **AM-OH**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AM-OH**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 31, 2003 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed

to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, TWTC shall have fifteen (15) calendar days to provide **SBC-13STATE** written confirmation if TWTC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. TWTC shall identify the action to be taken on each applicable (13) state(s). If TWTC wishes to pursue a successor agreement with **SBC-13STATE**, TWTC will include its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of TWTC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received TWTC's Section 252(a)(1) request unless the date is extended by mutual agreement; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date of this Agreement, termination or expiration of this agreement, whichever is later, and that the retro-

active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), TWTC withdraws its Section 252(a)(1) request, TWTC 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 TWTC does not wish to pursue a successor agreement with SBC-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date TWTC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following SBC-13STATE's receipt of TWTC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If TWTC does not affirmatively state that it wishes to pursue a successor agreement with SBC-13STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-13STATE'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 TWTC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following TWTC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, or 5.7(ii), SBC-13STATE and TWTC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that TWTC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 In the event of fraud associated with a TWTC End User's account, the Parties agree that liability should be determined based on the facts related to the incident of fraud. SBC-13STATE shall not be liable to TWTC for any fraud associated with a TWTC End User's account unless such fraud is determined to have been committed by an employee or other person under the control of SBC-13STATE.

- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to TWTC on suspected occurrences of ABS-related fraud on TWTC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.
- 6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for TWTC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 TWTC understands that Sleuth alerts only identify potential occurrences of fraud. TWTC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. TWTC understands and agrees that it will also need to determine what, if any, action TWTC should take as a result of a Sleuth alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.4 For each alert notification provided to TWTC, TWTC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. TWTC may request up to three reports per alert.
- 6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to TWTC at no additional charge, except as related in 6.6 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, TWTC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

6.6 Traffic Alert Referral Service (“TARS”) 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in **PACIFIC** only.

7. **DEPOSITS (SBC-12STATE)**

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. If TWTC furnishes both Resale Services and Network Elements in one (1) state under this Agreement, TWTC shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If TWTC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned ILECs** (that is, **AMERITECH, NEVADA, PACIFIC, SNET and SWBT**) where TWTC is doing or has done business as a Local Service Provider, TWTC shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, TWTC was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or

7.2.2 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, TWTC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for **SBC-AMERITECH**, subject to external credit check verification and/or financial statement review, may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If TWTC has established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned ILEC(s)** (that is, **AMERITECH, NEVADA, PACIFIC, SNET and SWBT**) with which TWTC is doing or has done business as a Local Service Provider, **SBC-12STATE** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether TWTC has established a minimum of twelve (12) consecutive months good credit history with each **SBC-owned ILEC** with

which TWTC is doing or has done business, TWTC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

- 7.3 Any cash deposit for one state shall be held by **SBC-12STATE** as a guarantee of payment of charges billed to TWTC, provided, however, **SBC-12STATE** may exercise its right to credit any cash deposit to TWTC's account upon the occurrence of any one of the following events:
- 7.3.1 when **SBC-12STATE** sends TWTC the second delinquency notification for that state during the most recent twelve (12) months; or
 - 7.3.2 when **SBC-12STATE** suspends TWTC's ability to process orders in accordance with Section 9.6.1.1; or
 - 7.3.3 when TWTC files for protection under the bankruptcy laws; or
 - 7.3.4 when an involuntary petition in bankruptcy is filed against TWTC and is not dismissed within sixty (60) days; or
 - 7.3.5 when this Agreement expires or terminates; or
 - 7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to TWTC's account so long as TWTC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
 - 7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to TWTC's account at the time that the cash deposit is credited to TWTC's account.
- 7.4 So long as TWTC maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If TWTC fails to maintain timely compliance with its payment obligations, **SBC-12STATE** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.
- 7.5 If during the first six (6) months of operations in a state covered by this Agreement, TWTC has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:

- 7.5.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 7.5.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.6 Throughout the Term, any time TWTC has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:
- 7.6.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 7.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to TWTC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of TWTC's CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network Elements, as appropriate within that state shall be used to calculate TWTC's monthly average.
- 7.7.1 In **SBC-7STATE** only, after calculating the amount equal to the average billing to TWTC for Resale Services that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of TWTC's then-existing End-Users of Resale Services to **SBC-7STATE** in the event of TWTC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit for Resale Services.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, TWTC shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If TWTC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If TWTC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.
- 7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be

paid by SBC-7STATE for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. SBC-7STATE may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.10 The fact that SBC-12STATE holds either a cash deposit or irrevocable bank letter of credit does not relieve TWTC from timely compliance with its payment obligations under this Agreement.

7.11 For Deposit requirements for SNET, see the applicable **DPUC** ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 Remittance in full of all bills rendered by SBC-AMERITECH, SBC-SWBT and PACIFIC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.

8.1.3 Remittance in full of all bills rendered by SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.

8.1.4 If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to either Party as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge shall be assessed as provided in Section 8.1.5, as applicable. If late charges are assessed by TWTC, then Section 8.2 shall apply for the computation of the late charges.

8.1.5 If TWTC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from TWTC after the Bill Due Date, or if a payment or any portion of a

payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS shall comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.

8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS shall be governed by the **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

- 8.2 If any charge incurred by the Parties under this Agreement is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable Party's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to an appropriate **SBC-12STATE** bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, TWTC and **SBC-12STATE** will each provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least thirty (30) days written notice of the change and such notice will include the new banking information. **SBC-12STATE** desires electronically transferred funds and remittances via automated clearinghouse (ACH) utilizing either a CCD+ or a CTX standard entry class code. TWTC agrees to provide such automated remittances. In the event TWTC receives multiple and/or other bills from **SBC-12STATE** which are payable on the same date, TWTC may remit one payment for the sum of all such bills using CTX. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems. TWTC and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by TWTC or Third Parties, including TWTC's financial institution. TWTC is responsible for its own banking fees.
- 8.3.1 TWTC shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the **DPUC** or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If TWTC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If TWTC makes payment through funds transfer via the ACH network, TWTC shall use the CCD+ or the CTX transaction set. TWTC and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by TWTC or

Third Parties, including TWTC's financial institution. TWTC is responsible for its own banking fees.

- 8.4 If any portion of an amount due to a Party (the **“Billing Party”**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **“Non-Paying Party”**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**“Disputed Amounts”**) and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:
- 8.4.4.1 The escrow account must be an interest bearing account;
- 8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
- 8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
- 8.4.4.5 Disbursements from the escrow account shall be limited to those:

- 8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of the Billing Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 8.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;
 - 8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;
 - 8.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and
 - 8.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.

- 8.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party for Resale and/or Network Elements within the time specified in Section 8.6 shall be grounds for termination of this Agreement.
- 8.9 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to TWTC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13 STATE** will provide TWTC a specific Daily Usage File (“DUF” or “Usage Extract”) for Resale Services and Network Element usage sensitive services provided hereunder (“Customer Usage Data”). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each 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 Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable TWTC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.
- 8.10.2 To establish file transmission for the Daily Usage File, TWTC must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Call detail for LEC-carried calls that are alternately billed to TWTC End Users lines provided by **SBC-AMERITECH**, **SBC-SWBT** and **SNET**

through Resale or Network Elements will be forwarded to TWTC as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to TWTC End User lines provided by **PACIFIC** or **NEVADA** through Resale or Network Elements will be forwarded to TWTC as rated call detail on the DUF.

8.10.4 **SBC-SWBT** shall bill TWTC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to TWTC. 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-13STATE** records the message.

8.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.10.7 TWTC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

9.1.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay undisputed charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and

any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.2.1 With respect to Resale Services and Network Elements, **SBC-13STATE** will notify TWTC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that TWTC must remit payment within fourteen (14) calendar days following receipt of **SBC-13STATE**'s notice.

9.2.2 **AM-IN** shall also provide any such written notification to the Indiana Utility Regulatory Commission as required by its rule 170 IAC 7-6.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed (**"Disputed Amounts"**) and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.

9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-AMERITECH only**

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.1.4.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuing service by **AM-IN** shall be done as required by Indiana Utility Regulatory Commission rule 170 IAC 7-6.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

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

9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE only**

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify TWTC and the

Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following TWTC's receipt of such notice, the Resale Services and/or Network Elements furnished to TWTC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of TWTC's End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from TWTC for any Resale Service or Network Element that could be furnished under this Agreement.

9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, TWTC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to TWTC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise TWTC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.

9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to TWTC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

9.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service shall receive the same services provided through TWTC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

- 9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from TWTC to **SBC-7STATE** as specified in this Section 9.6 shall be billed to TWTC.
- 9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.
- 9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of TWTC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.
- 9.6.5 Within twenty (20) calendar days of transfer, **SWBT-KS** shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of TWTC's failure to pay **SWBT-KS**, their local service is now being provided by **SWBT-KS**. **SWBT-KS** shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.
- 9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.
- 9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.
- 9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.6.
- 9.6.7 **SBC-7STATE** may discontinue service to TWTC as provided in Section 9.6.3 and shall have no liability to TWTC or TWTC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.
- 9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred End Users under Applicable Law; provided, however,

9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with “quick dial tone.”

9.6.9 Once the letter required by Section 9.6.1 has been sent to TWTC, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from TWTC until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 TWTC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET** only

9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 **Finality of Disputes**

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

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 **Alternative to Litigation**

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

10.3 **Commencing Dispute Resolution**

10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such

written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

10.3.1.1 Service Center (SBC-AMERITECH), LSC (SBC-7STATE) or LEC-C (SNET);

10.3.1.2 Informal Dispute Resolution; and

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

10.4 LSC/ Service Center/LEC-C Dispute Resolution. The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a TWTC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [SBC-AMERITECH Service Center; SBC-7STATE Local Service Center (LSC); SNET Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, disputing party shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that TWTC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, TWTC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute TWTC's irrevocable and full waiver of its right to dispute the subject charges.

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

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the

complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that TWTC furnishes all requisite information and evidence under Section 10.4.1), **SBC-13STATE** will notify TWTC of the status of the dispute and the expected resolution date.

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

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

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative with the authority to resolve the dispute, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the Formal Dispute Resolution procedures described in this Section 10.6. Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3, except that Formal Dispute Resolution may be invoked after ten (10) calendar days if mutually agreed to by the Parties or if the Parties mutually agree that they have reached an impasse or if the dispute affects the ability of a Party to provide uninterrupted service to its End User(s) or precludes the provisioning of service, functionality, or network element, except that if the Commission has adopted an expedited review process, the affected Party shall be entitled to immediately exercise its rights thereunder.

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

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

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

10.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to the non-procedural rules of the appropriate Commission or pursuant to such other provider of arbitration services or rules as the

Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. An arbitration will be held in the state in which the dispute arose or in another location agreed to by the Parties if the dispute is regional in nature. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties shall work cooperatively to implement the arbitration award within the time parameters stated in the award. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

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

least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date). Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during the Audited Party's normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such

undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 Audits - **SNET** only

11.2.1 Except as provided in Appendix Compensation, **SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SNET**, TWTC and all other CLECs doing business with **SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SNET**'s billing and invoicing.

11.2.2 **SNET** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SNET** employees, books, records and other documents reasonably necessary to perform the audit.

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to TWTC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by TWTC, the underpayment shall be reflected in TWTC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to

recover interest on any underbilling to TWTC revealed by the audit for the time preceding the amount appearing on TWTC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and TWTC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except as otherwise provided in Section 14 Indemnity, or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 13.2 In the case of any Loss alleged or made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its affiliates, agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively, Consequential Damages), even if the other Party has been advised

of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party.

- 13.4 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.
- 13.5 Except for payments required pursuant to Section 15 Performance Measurements, including but not limited to any penalties, damages, service associated credits with the SBC-AIT merger or other penalties assessed by any state, and except for indemnity obligations under Section 14 Indemnity, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract, tort or otherwise, shall not exceed in total the amount **SBC-13STATE** or TWTC has or would have properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific End User of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its End User if the comparable retail service was provided directly to its End User.
- 13.6 To the extent permitted by Applicable Law, a Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for: (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 13.3). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its

tariffs and contracts the limitation(s) of liability that such other Party included in its own tariffs at the time of such Loss.

- 13.7 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.
- 13.8 TWTC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided by TWTC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in TWTC's End User listing information as it appears in the White Pages directory, including, but not limited to, Consequential Damages, except to the extent caused by **SBC-13STATE**'s own negligence or willful misconduct.
- 13.9 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.
- 13.10 REMEDIES. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

14. INDEMNITY

- 14.1 Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, its end user, contractors, or others retained by such parties, in connection with the indemnifying provision of services or functions 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 and scope 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.

- 14.2 Each Party, shall, to the maximum extent permitted by Applicable Law, provide in its tariffs and contracts with its End Users that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any End User for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable End User for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 13.3). In the event that a Party breaches its obligation under this Section, the breaching Party shall be liable to the non-breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party's End Users.
- 14.3 To the extent allowable by applicable law, TWTC agrees to indemnify, defend and hold harmless **SBC-13STATE** from any Loss arising out of **SBC-13STATE**'s provision of 911 services or out of TWTC's End Users' use of the 911 service, whether suffered, made, instituted, or asserted by TWTC or its End Users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of **SBC-13STATE**'s own negligence or willful misconduct.
- 14.4 Each Party shall be indemnified, defended and held harmless by the other Party against any Loss arising from a Party's disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision unbundled elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions provided pursuant to this Agreement.
- 14.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

14.6 Indemnification Procedures

- 14.6.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

- 14.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

- 15.1 The Commission's order, decision or findings regarding Performance Measures and associated remedies will be applied for failure to meet specified performance standards. **SBC-13STATE** will apply the Commission's order, decision or findings, which shall constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure to meet specified performance standards or measures set forth in the Commission's order.

16. INTELLECTUAL PROPERTY

- 16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 16.2 TWTC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with TWTC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights to Third Parties. TWTC understands that it is responsible for obtaining any Intellectual Property rights associated with each network element purchased from **SBC-13STATE**, and further agrees to

provide **SBC-13STATE**, prior to using any such network element, with either: (1) a copy of the applicable Intellectual Property rights (or letter from the licensor attesting as such); or (2) an affidavit signed by TWTC attesting to the acquisition of any known and necessary Intellectual Property rights.

- 16.3 To the extent not prohibited by contract with the vendor of the network element sought by TWTC, **SBC-13STATE** agrees to provide a list of the names of the vendors of all known and necessary Intellectual Property licenses applicable to the subject network elements(s) within seven days of a request for such a list by TWTC.
- 16.4 **SBC-13STATE** agrees to use its best efforts to obtain for TWTC, under commercially reasonable terms, any necessary Intellectual Property rights to each unbundled network element necessary for TWTC to use such unbundled network element in the same manner as used by **SBC-13STATE**. **SBC-13STATE** shall have no obligation to attempt to obtain any Intellectual Property right(s) that would permit TWTC to use any unbundled network element in a different manner than used by **SBC-13STATE**.
- 16.5 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning TWTC's (or any Third Party's) 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 TWTC's network elements) in **SBC-13STATE**'s network or TWTC's use of other functions, facilities, products or services furnished under this Agreement. 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-13STATE** agrees herein to use its best efforts to obtain. In the event such an agreement is not forthcoming for a network element ordered by TWTC, the Parties commit to negotiate in good faith in an attempt to provision alternative elements or services that shall be equivalent to the element for which TWTC is unable to obtain such license or agreement.
- 16.6 All costs associated with the extension of Intellectual Property rights to TWTC as stated hereinabove, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element.
- 16.7 Each Party shall and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or

unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or any other intellectual property right now know or later developed to the extent that such claim or action arises from the actions of the respective Parties, or failure to act, as required pursuant to the Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply when an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, function, products, or services provided under this Agreement and no infringement would have occurred without such modification.

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (17.1.1), (17.1.2) or (17.1.3) of this Section.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	Time WarnerTelecom	<u>SBC-13STATE</u> CONTACT
NAME/TITLE	Tina Davis VP & Deputy General Counsel	Contract Administration ATTN: Notices Manager
STREET ADDRESS	10475 Park Meadows Drive	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Littleton, CO 80124	Dallas, TX 75202-5398
FACSIMILE NUMBER	303-566-1010	214-464-2006

With CC to:

NOTICE CONTACT	Time WarnerTelecom
NAME/TITLE	Kristie Flippo Regulatory VP-Southwest Region
STREET ADDRESS	15303 Dallas Parkway, Suite 610
CITY, STATE, ZIP CODE	Addison, TX 75001
FACSIMILE NUMBER	972-455-7801

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

- 17.2 **SBC-13STATE** communicates official information to TWTC via its CLEC Online and via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.3 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail (“e-mail”) distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.4 In **SBC-13STATE**, TWTC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail

17.5 In **SBC-13STATE**, TWTC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom TWTC requests Accessible Letter notification be sent. TWTC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any TWTC recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE**. SBC may, at its discretion, change the process by which TWTC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

17.6 **SBC-SWBT only:**

17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to TWTC for the submission of requests for Resale Services and Network Elements under this Agreement; TWTC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this

Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 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" or "Proprietary" (**collectively "Proprietary Information"**) if :

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) 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 or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or

20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

20.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 20, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such

Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

- 20.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 20.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.3.7 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 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary 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 Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary 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 Proprietary 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 20.4 with respect to all or part of such requirement.

20.4.3 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 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 Notwithstanding any of the foregoing, **SBC-13STATE** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **SBC-13STATE**'s activities under the Act and **SBC-13STATE** need not provide prior written notice of such disclosure to TWTC if **SBC-13STATE** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

20.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary 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 Proprietary 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.

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the 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 Derivative 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.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 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. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in this Agreement, are invalidated, modified or stayed by any

action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The subject of a pending request for reconsideration and a pending appeal. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Agreement and any Amendments to such Agreement and carrying out the inter-carrier compensation rates, terms and conditions herein, **SBC-13STATE** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by **SBC-13STATE** the FCC ISP

terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions except as specifically set forth in Section 1 of the "Amendment to Time Warner Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions", executed by the Parties April 30, 2001 and re-executed by the Parties, concurrently with the execution of this agreement. The Parties further acknowledge and agree that by executing this Agreement and any Amendments to such Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and/or its rights under this Intervening Law paragraph.

22. GOVERNING LAW

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in San Francisco, California and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

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

- 23.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate Commission within sixty (60) days of both Parties' signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor Agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor Agreement is reached. In any event, upon approval of the successor Agreement by the appropriate Commission, the rates, terms and conditions of such successor Agreement shall retroactively apply

back to the expiration and/or effective termination date of the last Commission approved Agreement between the Parties or the effective date of any interim Agreement entered into between the Parties, whichever is earlier.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

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

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

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

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

change in local exchange service at the request of the FCC or the applicable Commission.

24.2 Applies to **SNET** only

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

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request

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

26.1.2 Subpoenas:

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

26.1.3 Emergencies:

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

26.2 **SNET** and TWTC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

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

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment,

direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

- 29.1 TWTC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**, which may not be unreasonably withheld; provided that TWTC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, TWTC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE**

under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, TWTC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of TWTC shall be a TWTC Change and shall be subject to Section 4.9.
- 29.3 If **SBC-13STATE** directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of Pacific's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), **SBC-13STATE** must provide TWTC with at least ninety (90) calendar days prior written notice. **SBC-13STATE** shall not engage in any Transfer unless the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to TWTC), for the benefit of TWTC:
- (i) to be bound by all of **SBC-13STATE**'s obligations in this Agreement with respect to the portion of Ameritech's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements.
 - (ii) to ensure that the Transfer shall not have a material adverse impact on the operations or functionality of any of the services provided under this Agreement to TWTC or its End Users to the extent that such impact would have not been permitted under this agreement;
 - (iii) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251 (f) of the Act or other applicable law; and
 - (iv) to engage in good faith negotiations with TWTC prior to the expiration of any interconnection agreement governing the Transferred Operations.

30. DELEGATION TO AFFILIATE

- 30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate 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, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

31. SUBCONTRACTING

- 31.1 Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 31.5 Any subcontractor that gains access to 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.

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 32.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:
 - 32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and
 - 32.1.2 listed by any governmental agency as a hazardous substance.
- 32.2 TWTC will in no event be liable to **SBC-13STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that TWTC did not introduce to the affected work

location. **SBC-13STATE** will indemnify, defend (at TWTC's request) and hold TWTC and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.2.1 Any environmental hazard that **SBC-13STATE**, its contractors or agents introduce to the work locations, or

32.2.2 The presence or release of any environmental hazard for which **SBC-13STATE** is responsible under Applicable Law.

32.3 **SBC-13STATE** will in no event be liable to TWTC for any costs whatsoever resulting from the presence or release of any environmental hazard that **SBC-13STATE** did not introduce to the affected work location. TWTC will indemnify, defend (at **SBC-13STATE**'s request) and hold **SBC-13STATE** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.3.1 any environmental hazard that TWTC, its contractors or agents introduce to the work locations, or

32.3.2 the presence or release of any environmental hazard for which TWTC is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of

nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, 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.
- 34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) 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.
- 34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 34.4 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.
- 34.5 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.
- 34.6 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.
- 34.7 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, 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.
- 34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to

Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

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

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as

facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

- 37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between TWTC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.
- 37.2 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 Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 TWTC will not send to SBC-13STATE local traffic that is destined for the network of a Third Party unless TWTC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

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

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

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

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

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

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

40. EXPENSES

40.1 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.

40.2 SBC-12STATE and TWTC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

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

42. SURVIVAL

- 42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

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

44. AMENDMENTS AND MODIFICATIONS

- 44.1 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 appropriate Commissions.
- 44.2 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.

45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

- 45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions¹, **SBC-13STATE** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. §252(a)(1), by **SBC-13STATE** (that at all times during the interconnection agreement negotiations was an **SBC-owned ILEC**) and (2) has been made available under an agreement to which **SBC-13STATE** is a party.
- 45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC-owned ILEC** state to another **SBC-owned ILEC** state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when TWTC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of Commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.
- 45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. APPENDICES INCORPORATED BY REFERENCE**46.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**

- 46.1.1 **SBC-13STATE** shall provide to TWTC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Structure Access, which is attached hereto and incorporated herein by reference.

46.2 COLLOCATION -- SECTION 251(c)(6)

¹ See the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

46.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

46.3 **DATABASE ACCESS**

46.3.1 **SBC13STATE** shall provide to TWTC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference.

46.4 **DIALING PARITY -- SECTION 251(b)(3)**

46.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

46.4.2 **SBC12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

46.5 **INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)**

46.5.1 **SBC-13STATE** shall provide to TWTC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is attached hereto and incorporated herein by reference.

46.6 **NUMBER PORTABILITY -- SECTIONS 251(b)(2)**

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

46.7 **OTHER SERVICES**

46.7.1 **911 and E911 Services**

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

46.7.1.2 The Parties agree that for any switch or application used to provide only data services, the following rules concerning 911 requirements apply:

46.7.1.2.1 Having represented and warranted to **SBC-13STATE** that it will only transmit data services over a particular switch or application, TWTC agrees that it will not provide voice service to its End Users by means of such switch or application; and

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

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

46.7.2 AIN

46.7.2.1 One or more of the ILECs making up **SBC-13STATE** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by TWTC, and where technically feasible, **SBC-13STATE** will provide TWTC

with access to **SBC-13STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate Commission.

46.7.3 Directory Assistance (DA)

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

46.7.4 Hosting

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

46.7.5 Operator Services (OS)

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

46.7.6 Signaling System 7 Interconnection

46.7.6.1 At TWTC's request, **SBC-13STATE** shall perform SS7 interconnection services for TWTC pursuant to the applicable Appendix SS7, which is attached hereto and incorporated herein by reference.

46.7.7 Publishing and Directory

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

46.7.8 RESALE--SECTIONS 251(b)(1)

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

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

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

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

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

46.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

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

47. AUTHORITY

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

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

49.1 SBC-12STATE

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

49.2 SNET

- 49.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this

Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

SBC-13STATE Agreement
Signatures

Time Warner Telecom of California L.P.
By: Time Warner Telecom General Partnership
Its general partner,
By: Time Warner Telecom Holdings Inc.
Its managing general partner

Pacific Bell Telephone Company, by SBC
Telecommunications, Inc., its authorized
agent

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____

Title:_____
(Print or Type)

Title: President - Industry Markets

Date:_____

Date:_____

AECN/OCN# AECN-7178, OCN-7436,
____ACNA-TIM_____
(Facility Based – if applicable)

APPENDIX 800

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DESCRIPTION..... 4

3. GENERAL TERMS AND CONDITIONS 5

4. RATE REGULATIONS 8

5. MONTHLY BILLING 9

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

7. EXHIBIT 1 10

APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

- 2.1 Other than as specifically set out elsewhere in this Agreement, **SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.
- 2.2 **SBC-12STATE**'s 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.
- 2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 2.4 Access to the Toll Free Calling Database allows TWTC to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.6 There are three optional features available with 800 service:
 - 2.6.1 Designated 10-Digit Translation;
 - 2.6.2 Call Validation; and
 - 2.6.3 Call Handling and Destination.

- 2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.
- 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
- 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
- 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.3 TWTC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. TWTC's queries shall use subsystem number 0 in the calling party address field and a translations type of

254 with a routing indicator set to route on global title. TWTC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.

- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 TWTC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. TWTC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to TWTC any instances where overload controls are invoked due to TWTC's CCS/SS7 network. TWTC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the TWTC's switch of the gap length (how long TWTC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.7 Prior to **SBC-12STATE** initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour query volumes. TWTC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever TWTC anticipates a change

to existing forecasts. TWTC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to TWTC, **SBC-12STATE** shall notify TWTC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

- 3.8 TWTC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.
- 3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069.
- 3.10 TWTC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither TWTC nor carrier customers of TWTC, if TWTC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If TWTC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, TWTC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. TWTC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 TWTC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for TWTC's activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. TWTC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by TWTC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquiries for the elements described herein shall be directed to:

3.13.1.1 For **SBC-7STATE** - the Local Service Center (LSC).

3.13.1.2 For **SBC-AMERITECH** - the AIIS Service Center in Milwaukee, Wisconsin.

4. **RATE REGULATIONS**

4.1 shall pay a Local Service Order Request Charge for each TWTC request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.

4.2 The prices at which **SBC-13STATE** agrees to provide TWTC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commission ordered tariff where stated.

4.3 TWTC shall pay a nonrecurring charge when a TWTC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by TWTC's allowing other telecommunications providers to use TWTC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **SBC-2STATE** and **SBC-AMERITECH**)

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **SBC-2STATE**).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **SBC-2STATE** and 800 Database Vertical Feature in **SBC-AMERITECH**).

4.5 TWTC shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and

Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by TWTC.

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX 800 EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

1.1	<u>Description of Subject Area And Issuing Organization</u>	<u>Document Number</u>
1.1.1	Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1		TR-NWT-000271
1.1.1.2		TR-NWT-000533
1.1.2	Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1		TP 76638
1.1.2.2		TR-NWT-00095

APPENDIX PHYSICAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	3
3. PURPOSE AND SCOPE OF APPENDIX	7
4. GENERAL OFFERINGS.....	8
5. SPACE AVAILABILITY AND ASSIGNMENT	17
6. ELIGIBLE EQUIPMENT FOR COLLOCATION.....	21
7. PHYSICAL COLLOCATION SPACE CHARGES.....	26
8. USE OF PHYSICAL COLLOCATION SPACE	28
9. COLLOCATOR RESPONSIBILITIES	30
10. COOPERATIVE RESPONSIBILITIES	33
11. TESTING AND ACCEPTANCE	39
12. DELIVERY INTERVALS.....	39
13. SECURITY	43
14. CASUALTY LOSS	45
15. REMOVAL OF EQUIPMENT	46
16. LIMITATION OF LIABILITY.....	47
17. INDEMNIFICATION OF <u>SBC-13STATE</u>	47
18. OSHA STATEMENT	47
19. NOTICES.....	48
20. INSURANCE.....	50
21. PROTECTION OF SERVICE AND PROPERTY	52
22. RESERVATION OF RIGHTS	54
23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	54

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

- 2.9 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.
- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **SBC-13STATE**’s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.11 **“Application Fee”** means the charge assessed by **SBC-13STATE** to process the Collocator’s application for physical collocation requests.
- 2.12 **“Approved Vendor”** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.13 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.
- 2.14 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s Physical Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.15 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **“Collocation Interconnection Power Panel (CIPP)”** is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; **See** also 9.6.5.
- 2.17 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).
- 2.18 **“Delivery Date”** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

- 2.19 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.
- 2.20 **“Eligible Structure”** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.21 **“Engineering Design Charge”** is the charge assessed by **SBC-MOKA** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.22 **“Entrance Fiber Facility”** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.
- 2.23 **“Equipment”** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.24 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.25 **“Infrastructure Systems”** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.26 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in **SBC-13STATE**, which is located on **SBC** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.27 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

- 2.28 **“Other Central Office Space”** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.29 **“Physical Collocation”** is as defined in Section 4 of this Appendix.
- 2.30 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an SBC-13STATE Eligible Structure.
- 2.31 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the SBC-13STATE responsibility for the provisioning of service ends.
- 2.32 **“Premises”** means SBC-13STATE’s Eligible Structures and all land owned, leased or otherwise controlled by SBC-13STATE that is adjacent to these Eligible Structures.
- 2.33 **“Project Management Fee”** reflects SBC-13STATE’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.34 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the SBC-13STATE’s Eligible Structure.
- 2.35 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE’s Eligible Structures that such an arrangement is technically feasible.
- 2.36 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.37 **“Unused Space”** is space within SBC-13STATE Premises which is available for collocation (subject to technical feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by SBC-13STATE or by another carrier or affiliate; or (f) essential for the administration and proper functioning of SBC-13STATE’s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.
- 3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:
- 3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
- 3.2.2.2 If the Collocator has not received its state certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
- 3.2.2.3 If the Collocator has not received its state certification or the Commission has not approved the ICA by day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

- 3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission or FCC approval.

4. GENERAL OFFERINGS

- 4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the “Act”. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the ACT).

4.1.1 Caged Physical Collocation

- 4.1.1.1 In **SBC-13STATE**, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **SBC-13STATE** Eligible Structure will not be responsible for the entire cost of site preparation.

- 4.1.1.2 The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator’s Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of

any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **SBC-13STATE** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("**New Shared Collocation**") or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("**Subleased Shared Collocation**"). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New

Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to

sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- 4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252

agreement or tariff, as applicable) with **SBC-13STATE**.

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

4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.
- 4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

- 4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.
- 4.1.3.5 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.
- 4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

- 4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local

regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for **“Other Physical Collocation”** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by TWTC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written

agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after TWTC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

- 4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.
- 4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **SBC-13STATE**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

- 4.5.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY AND ASSIGNMENT

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures and on its Premises on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date

Collocator submitted its application for Physical Collocation in that Eligible Structure.

- 5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **SBC-13STATE**'s denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.
- 5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.
- 5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.
- 5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.
- 5.5 Upon receipt of a written request, **SBC-13STATE** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **SBC-13STATE** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the

use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. **SBC-13STATE** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE's** non-discriminatory practices regarding efficient space utilization.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE's** own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more

favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment “turnaround” (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

- 5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., “retired in-place”) from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called “warehousing”) as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.
- 5.12 Notwithstanding anything contrary in this Agreement, **SBC-13STATE** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **SBC-13STATE** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **SBC-13STATE**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **SBC-13STATE**'s Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **SBC-13STATE**'s Premises. In addition, **SBC-13STATE** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.
- 5.13 **SBC-13STATE** may restrict Physical Collocation to space separated from space housing **SBC-13STATE**'s Equipment, provided that each of the following conditions is met:

- (1) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;
 - (2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of **SBC-13STATE** is separate from space housing **SBC-13STATE's** equipment;
 - (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;
 - (4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and
 - (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.
- 5.14 **SBC-13STATE** may require the employees and contractors of Collocator to use a central or separate entrance to the **SBC-13STATE** Premises; provided, however, that where **SBC-13STATE** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **SBC-13STATE's** Affiliates and Subsidiaries will be subject to the same restriction.
- 5.15 **SBC-13STATE** may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:
- (1) Construction of a separate entrance is technically feasible;
 - (2) Either legitimate security concerns, or operational constraints unrelated to **SBC-13STATE's** or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;
 - (3) Construction of a separate entrance will not artificially delay collocation provisioning; and
 - (4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE's** network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE's** unbundled network elements ("UNEs") for the provision of a Telecommunications

Service, under all the standards and requirements addressed in this Section 6, or (2) **SBC-13STATE** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

- (1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC-13STATE** obtains within its own network or **SBC-13STATE** provides to any Affiliate, subsidiary, or other party.
- (2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

- (1) transmission equipment that is optical terminating equipment or a multiplexer
- (2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- (3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.
- (4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.
- (5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different TWTC locations.

6.4 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available

to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **SBC-13STATE** to consider whether a request avoids such burden, TWTC must provide all information needed by **SBC-13STATE** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **SBC-13STATE** to determine whether or not Equipment meets the "necessary" standard, TWTC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, TWTC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if TWTC seeks to collocate a switch, TWTC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different TWTC locations.

- 6.5 **SBC-13STATE** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(20) of the Act.

- 6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). **SBC-13STATE** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that TWTC intends to provide such services. For example, **SBC-13STATE** will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **SBC-13STATE**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of TWTC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **SBC-13STATE** also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For **SBC-13STATE** to make these considerations, TWTC must provide, without limitation, the information described in Section 6.4.
- 6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.
- 6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by

SBC-13STATE as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

- 6.9 **SBC-13STATE** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.
- 6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** ILEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.
- 6.12 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.13 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

- 6.14 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (vi) an ICB or NSCR, and (vii) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

- 7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.
- 7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this

Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

- 7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.
- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.
- 7.5 Payment of Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation Space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.
- 7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges.
- 7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set

forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

- 8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.
- 8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.
- 8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to

SBC-13STATE a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

- 8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.
- 8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. If **SBC-13STATE** performs any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.
- 9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.
- 9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:

- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its Collocator Telecom Equipment;
- 9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and
- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
- 9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

- 9.8.1 For purposes of this Appendix, “efficiently used” space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator’s existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.
- 9.8.2 For purposes of this Appendix, “efficiently used” CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.
- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator’s expense.
- 9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATES**.
- 9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 9.10.2 **SBC-13STATE**’s most current Interconnector’s Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.
- 9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.
- 10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.
- 10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.
- 10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.

- 10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.
- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.
- 10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

- 10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** TP76300MP.
- 10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

- 10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-

recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SBC-13STATE shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.

- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to SBC-13STATE by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to SBC-13STATE all costs associated with returning the Physical Collocation Space to SBC-13STATE in the same condition as when SBC-13STATE first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by SBC-13STATE of facilities, cabling and cages.
- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment from SBC-13STATE property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an SBC-13STATE vendor hired by Collocator. Collocator shall indemnify and hold SBC-13STATE harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of SBC-13STATE receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall have no responsibility for damage done to such removed equipment caused by SBC-13STATE or its contractors during the removal process. Collocator will indemnify and hold SBC-13STATE harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if SBC-13STATE removes Collocator's equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.

- 10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.
- 10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

- 11.1 Collocator and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at SBC-13STATE's expense.
- 11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor.
- 11.3 All installations of equipment must be in accordance with the SBC-13STATE TP76300MP and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or its SBC-13STATE Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its SBC-13STATE Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from SBC-13STATE to be connected to their equipment.

12. DELIVERY INTERVALS

- 12.1 The construction interval relates to the period in which SBC-13STATE shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date SBC-13STATE is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the SBC-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery

interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

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

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

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

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

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below

including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

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

- 12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

- 12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

- 12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue

construction on the Physical Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

- 12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.
- 12.10 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.
- 12.11 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.
- 12.12 Adjacent Structure Collocation Delivery Intervals
- 12.12.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

- 13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-**

13STATE's Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

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

13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.

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

13.2.3 Industrial espionage.

- 13.2.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.
- 13.2.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.
- 13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.
- 13.2.7 Carrying a weapon on **SBC-13STATE**'s property.
- 13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.
- 13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.
- 13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

- 14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:
 - 14.1.1 The Physical Collocation Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
 - 14.1.2 The Physical Collocation Spaces is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be

repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

- 14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.
- 14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

- 15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Collocator acknowledges and understands that SBC-13STATE may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, SBC-13STATE shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or SBC-13STATE, and regardless of whether any claimed SBC-13STATE liability arises in tort or in contract. Collocator shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF SBC-13STATE

17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless SBC-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of SBC-13STATE or its employees.

18. OSHA STATEMENT

18.1 Collocator, in recognition of SBC-13STATE's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC-13STATE with all federal, state and local laws, safety and health regulations relating to the

Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SBC-13STATE harmless for any judgments, citations, fines, or other penalties which are assessed against SBC-13STATE as the result of Collocator's failure to comply with any of the foregoing. SBC-13STATE, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which SBC-13STATE has agreed to maintain pursuant hereto.

19. NOTICES

- 19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.
- 19.2 SBC-13STATE will inform Collocator by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.
- 19.3 SBC-13STATE will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. SBC-13STATE shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator:

Time WarnerTelecom
Tina Davis VP & Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124
303-566-1010

With CC to:

Time WarnerTelecom
Kristie Flippo Regulatory VP- Southwest Region
15303 Dallas Parkway Suite 610 Addison, TX 75001
Fax: 972-455-7801

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

- 19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th Floor,
Richardson, Texas 75080

If to Collocator:

Time WarnerTelecom
Tina Davis VP & Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124
303-566-1010

With CC to:

Time WarnerTelecom
Kristie Flippo Regulatory VP- Southwest Region
15303 Dallas Parkway Suite 610
Addison, TX 75001 Fax: 972-455-7801

20. INSURANCE

- 20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

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

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or

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

- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable

to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.

- 20.7 Failure to comply with the provisions of this “Insurance” Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator’s work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator’s equipment or equipment enclosures located on **SBC-13STATE**’s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.

- 21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.
- 21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

- 21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

- 22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to TWTC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 23.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-

payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX VIRTUAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS	3
3. PURPOSE AND SCOPE OF APPENDIX.....	5
4. GENERAL OFFERINGS	6
5. SPACE AVAILABILITY.....	9
6. ELIGIBLE EQUIPMENT FOR COLLOCATION	10
7. VIRTUAL COLLOCATION SPACE CHARGES.....	14
8. USE OF VIRTUAL COLLOCATION SPACE	16
9. COLLOCATOR RESPONSIBILITIES	17
10. COOPERATIVE RESPONSIBILITIES	23
11. TEST AND ACCEPTANCE.....	29
12. DELIVERY INTERVALS	30
13. REPAIR AND MAINTENANCE OF EQUIPMENT.....	34
14. MEAN TIME RESPONSE INTERVAL (MTRI).....	35
15. CASUALTY LOSS	37
16. REMOVAL OF EQUIPMENT	38
17. LIMITATION OF LIABILITY	39
18. INDEMNIFICATION OF <u>SBC-13STATE</u>	39
19. NOTICES	40
20. INSURANCE.....	42
21. PROTECTION OF SERVICE AND PROPERTY.....	43
22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	43

APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.4 **“Approved Vendor”** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.5 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.
- 2.6 **“Application Fee”** means the charge assessed by **SBC-13STATE** to process the Collocator’s application for virtual collocation requests.
- 2.7 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.
- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13**

STATE location, for purposes of interconnection with SBC-13STATE or access to Unbundled Network Elements (UNEs).

- 2.9 **“Delivery Date”** is the date, which SBC-13STATE provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.
- 2.11 **“Eligible Structure”** is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the SBC-13STATE designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the SBC-13STATE Eligible Structure, if available.
- 2.13 **“Fiber Distribution Frame” (FDF)** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.14 **“Individual Case Basis” (ICB)** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.15 **“Infrastructure Systems”** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

- 2.16 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**, which is located on the SBC CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.17 **“Manned Office”** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.
- 2.18 **“Non Standard Collocation Request” (NSCR)** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.19 **“Project Management Fee”** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.20 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.
- 2.21. **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.
- 2.22 **“Virtual Collocation”** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to

any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:

3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their state certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their state certification or the Commission has not approved the ICA by day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending FCC or Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a

telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act.)

- 4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.
- 4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
- 4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

- 4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.
- 4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.
- 4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.
- 4.2.4 Upon request, **SBC-13STATE** will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **SBC-13STATE** Approved Vendor. The ground point will be designated by **SBC-13STATE**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.
- 4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".
- 4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".
- 4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.
- 4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.
- 4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE**

will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

- 4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

- 4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the

originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Act, TWTC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**' network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. TWTC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and TWTC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.
- 6.3 **SBC-13STATE** permits TWTC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such TWTC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the

following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows TWTC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. TWTC may not collocate, or place into **SBC-13STATE**'s equipment, TWTC's equipment sub-components or piece-parts.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows TWTC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by TWTC identified and controlled (i.e., TWTC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow TWTC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and TWTC mutually agree to such collocation.
- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching

capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows TWTC to place in its premises certain ancillary equipment solely to support and be used with equipment that TWTC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and TWTC mutually agree to such placement. TWTC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by TWTC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.
- 6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13 STATE** minimum safety standards. The minimum safety

standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

- 6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (iii) an ICB or NSCR, and (iv) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the SBC CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

- 7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.
- 7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.
- 7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.10 **SBC-13STATE** shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

- 8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation

space without the express written consent of **SBC-13STATE**.

- 8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."
- 8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.
- 8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with

SBC-13STATE then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-**

13STATE Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.
- 9.2.1 Once when beginning the initial equipment installation.
- 9.2.2 Once during the middle of the equipment installation.
- 9.2.3 Once at turn-up completion of such equipment installation.
- 9.2.4 One (1) general visit per calendar year.
- 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up.)
- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.
- 9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.
- 9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.
- 9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

- 9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.
- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.
- 9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.
- 9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.
- 9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed

postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

- 9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.
- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.
- 9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:
 - 9.12.1 Escalation documentation.
 - 9.12.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the SBC CLEC ONLINE Web-Site.
 - 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.
 - 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

- 9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:
- 9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

- 9.14.2 Pay all costs associated with **SBC-13STATE's** employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.
- 9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.
- 9.14.4 Training may be provided on-site when possible.
- 9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.
 - 9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.
 - 9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.
 - 9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.
 - 9.14.5.4 Training when updates of technical publications or equipment information are issued.
 - 9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.
- 9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.
- 9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE's** network or gain access to **SBC-**

13STATE's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in **SBC** TP76200MP and **SBC** ILEC's standards and requirements for equipment and facility installations.

10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBCTP76200MP**, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBCTP76300MP**, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

- 10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.
- 10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBCTP76300MP**, and the **SBCTP 76200MP** standards are not incorporated herein but are available on the **SBC**CLEC ONLINE Web-Site.
- 10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBCTP76300MP** for equipment and facility installations, and the **SBCTP 76200MP** standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 10.3.2 Notwithstanding Section 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.
- 10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.
- 10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible

point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **SBC-13STATE** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **SBC-13STATE** will advise the Collocator's **SBC-13STATE** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **SBC-13STATE's** earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

- 10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE's** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE's** Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, **SBC** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE's** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC

power plant design sizing by the **SBC-13STATE** is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to **SBC-13STATE**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the SBC ILEC's standards and requirements for installation of equipment and facilities.

- 10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

- 10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise, **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.
- 10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Virtual Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities and cabling .
- 10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed

by the Collocator's **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's **SBC-13STATE** vendor is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

- 10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

- 11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.
- 11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.
- 11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.
- 11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.
- 11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that

the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.

- 11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.
- 11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

- 12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Virtual Collocation Space to Collocator's **SBC-13STATE** Approved Vendor ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional

preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

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

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

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

will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.

12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

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

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

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

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above

cabling Augment intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

12.6.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

- 12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), **SBC-13STATE** will schedule a walk through visit with TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their **SBC-13STATE** Approved Vendor will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities.
- 12.10 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

- 13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.
- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:
- 13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;
- 13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;
- 13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);
- 13.2.4 A detailed description of the trouble;
- 13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and
- 13.2.6 The type of the trouble.
- 13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for

damage to Collocator's equipment caused by using **SBC-13STATE** test equipment. **SBC-13STATE** is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

- 13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.
- 13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.
- 13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined

below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 Priority 1 Tickets. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's **SBC-13STATE** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by **SBC-13STATE** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **SBC-13STATE** Approved Vendor performing the work.

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

- 15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or
- 15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.
- 15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** Approved Vendor that will attend in the visit.
- 15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

- 16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this

authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

- 17.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of SBC-13STATE

- 18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of

them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

19. NOTICES

- 19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.
- 19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.
- 19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one Party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator:

Time WarnerTelecom
Tina Davis VP & Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124
303-566-1010

With CC to:

Time WarnerTelecom
Kristie Flippo Regulatory VP- Southwest Region
15303 Dallas Parkway Suite 610
Addison, TX 75001
Fax: 972-455-7801

Either Party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

- 19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one Party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080

If to Collocator:

Time WarnerTelecom
Tina Davis VP & Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124
303-566-1010

With CC to:

Time WarnerTelecom
Kristie Flippo Regulatory VP- Southwest Region
15303 Dallas Parkway Suite 610
Addison, TX 75001
Fax: 972-455-7801

20. INSURANCE

- 20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S)

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or

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

- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased reasonably by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

- 20.7 Failure to comply with the provisions of this “Insurance” Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DIRECT

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 4

3. SERVICE..... 5

4. RESPONSIBILITIES OF SBC-12STATE 5

5. RESPONSIBILITIES OF TWTC 6

6. RESPONSIBILITIES OF BOTH PARTIES..... 6

7. LIABILITY 6

8. BILLING 6

9. USE OF SUBSCRIBER LISTING INFORMATION 7

10. ASSIGNMENT..... 7

11. TERM OF CONTRACT AND RATE STRUCTURE..... 7

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 8

**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.6 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.7 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

- 1.9 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Automated Message Accounting (AMA)”** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link - (CPDL)”** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment (DTE)”** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch (DMS 200)”** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One (D1)”** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages (EWP)”** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System (IVS)”** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position (MP, MPX or MPX-IWS)”** - Operator Workstations.
- 2.11 **“Non-Published Number (NP)”** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center (OSC)”** - Physical location of the Operators/workstations.

- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.
- 2.14 **“Nortel Queue Management System (QMS)”** - Supports up to 255 unique queues on calls to operator positions.
- 2.15 **“Nortel Traffic Operating Position System (TOPS)”** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

3. **SERVICE**

- 3.1 Direct Access allows TWTCs access to **SBC-12STATE**’s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to TWTC’s End User. This service shall allow the TWTC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide TWTCs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, TWTC may receive Direct Access from **SBC-12STATE**’s host switches via a TWTC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the TWTC switch may provide auto and offer DACC.

4. **RESPONSIBILITIES OF SBC-12STATE**

- 4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to TWTC for all **SBC-12STATE** listings.
- 4.2 **SBC-12STATE** shall provide DA listings to TWTC from its current DA records and in accordance with **SBC-12STATE**’s methods, practices, and procedures.

4.3 SBC-12STATE shall provide TWTC access to the same listing information that is available to its own operators.

4.4 SBC-12STATE shall maintain the same level of system performance for TWTC as it provides to itself.

5. RESPONSIBILITIES OF TWTC

5.1 TWTC shall submit requests for Direct Access in writing to SBC-12STATE. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.

5.2 When TWTC utilizes a switch other than those specified in TR-BX.25, the TWTC must obtain CPDL/D1 certification of their switch from NORTEL. The TWTC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. SBC-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. SBC-7STATE shall bear the cost of this hardware and software, but the TWTC will be responsible for Engineering, Furnish and Installation charges.

5.2.1 SBC-AMERITECH – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 The TWTC providing the circuit between TWTC's office and SBC-12STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the TWTC.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SBC-12STATE, and TWTC will reimburse SBC-12STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix TWTC also agrees to release, defend, indemnify, and hold harmless SBC-12STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-12STATE employees and equipment associated with provision of the DA Services, except to the extent caused by the gross negligence or willful misconduct of SBC-12STATE. This provision includes but is not limited to suits

arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 **SBC-12STATE** - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 TWTC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. TWTC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the TWTC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon TWTC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to TWTC pursuant to the ICB process.

- 11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

- 11.2.1.1 TWTC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a TWTC orders Direct Access.

11.2.2 Direct Access Database Service

- 11.2.2.1 TWTC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

- 11.2.3.1 Where applicable, TWTC shall pay a Direct Access Per Search charge for each TWTC subscriber listing search queried from **SBC-12STATE**'s listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DA

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SERVICES.....	4
3. DEFINITIONS.....	5
4. CALL BRANDING	5
5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION)	7
6. RESPONSIBILITIES OF THE PARTIES	8
7. METHODS AND PRACTICES.....	8
8. PRICING.....	8
9. MONTHLY BILLING.....	9
10. LIABILITY	9
11. TERMS OF APPENDIX.....	9
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	10

**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based TWTC's or TWTC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

- 2.1.1 **DIRECTORY ASSISTANCE (DA)**

- 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the local/intraLATA serving area where available to TWTC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

- 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**

- 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of TWTC’s End User, utilizing an automated voice system or with operator assistance.

- 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**

- 2.1.3.1 **SBC-10STATE/PACIFIC** - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to TWTC End Users.

- 2.1.3.2 **NEVADA/SNET** – NDA is not technically feasible and/or available.

- 2.1.4 **BUSINESS CATEGORY SEARCH (BCS)**

- 2.1.4.1 **SBC-SWBT** – A service which will provide TWTC End Users the ability to request business listings for a specified category of businesses, when the name of the business is not known.

Telephone numbers may be requested for local and national businesses.

2.1.4.2 **SBC-AMERITECH/SBC-2STATE/SNET** – BCS is not available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in TWTC’s name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides TWTC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the TWTC, the calls will be branded.

4.1.1.1.1 **SNET** – Where **SNET** provides Operator Services (OS) and DA services on behalf of TWTC, the TWTC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SNET** is only providing DA service on behalf of the TWTC, the TWTC’s calls will be branded.

4.1.1.2 TWTC name used in branding calls may be subject to Commission regulations and should match the name in which TWTC is doing business.

4.1.1.3 **SBC-13STATE** - TWTC will provide written specifications of its company name to be used by **SBC-13STATE** to create the TWTC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A TWTC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining TWTC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. TWTC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of TWTC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per

trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. **DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION**

5.1 An SBC database referenced by an SBC Operator for TWTC DA specific information as provided by the TWTC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide TWTC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 TWTC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 TWTC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the TWTC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a TWTC End User, **SBC-12STATE** will quote the applicable DA rates as provided by TWTC or as otherwise defined below.

- 5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a TWTC end user, **SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 TWTC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for TWTC's local serving area(s) for a minimum of a one (1) year period.
- 6.2 TWTC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should TWTC seek to obtain interexchange DA Service from **SBC-13STATE**, TWTC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 TWTC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 TWTC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 TWTC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 TWTC agrees that **SBC-13STATE** may utilize TWTC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 TWTC further agrees that **SBC-13STATE** can release TWTC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 **SBC-13STATE** will provide DA Services to TWTC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 The prices at which **SBC-13STATE** agrees to provide TWTC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to TWTC.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 **SBC-13STATE** will accumulate and provide TWTC such data as necessary for TWTC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 TWTC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services, except to the extent caused by the gross negligence or willful misconduct of **SBC-13STATE**.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

- 11.2 If TWTC terminates this Appendix prior to the expiration of the term of this Appendix, TWTC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX DAL

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. GENERAL TERMS AND CONDITIONS 3

3. ASSIGNMENT..... 5

4. BREACH OF CONTRACT 5

5. LIABILITY 5

6. TERM OF APPENDIX 6

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 6

**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 The prices at which SBC-13STATE agrees to provide TWTC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in SBC-SWBT, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in SBC-AMERITECH (herein after collectively referred to as DAL):
- 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

- 2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC-13STATE**'s DA to obtain such information.
- 2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (TWTCs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and TWTC End Users.
- 2.1.4 TWTC, or its agent, wishes to provide DA service to TWTC's End Users located in the TWTC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.
- 2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.
- 2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.
- 2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to TWTC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to TWTC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 2.2.1 TWTC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 2.2.2 Upon termination of the Agreement, TWTC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in TWTC'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, TWTC may verify the listing by matching the caller-provided address with the address in TWTC's dates. TWTC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. TWTC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of SBC-13STATE. TWTC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures TWTC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should TWTC breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

5.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to TWTC. TWTC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 Except to the extent caused by the gross negligence or willful misconduct of SBC-13STATE., TWTC hereby releases SBC-13STATE from any and all

liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 5.3 Except to the extent caused by the negligence or willful misconduct of SBC-13STATE, TWTC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. TWTC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against TWTC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of TWTC, in which event TWTC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. TWTC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 911

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	DEFINITIONS	3
3.	<u>SBC-13STATE</u> RESPONSIBILITIES.....	5
4.	TWTC RESPONSIBILITIES.....	7
5.	RESPONSIBILITIES OF BOTH PARTIES.....	10
6.	METHODS AND PRACTICES	10
7.	CONTINGENCY	10
8.	BASIS OF COMPENSATION	11
9.	LIABILITY	11
10.	MUTUALITY.....	12
11.	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	12

APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a/ Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-PACIFIC means the applicable above listed ILEC doing business in California.
- 1.6 As used herein, SBC-NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.7 The prices at which SBC-13STATE agrees to provide TWTC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from TWTC’s End Office to the E911 system.

- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“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 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 systems.
- 2.6 **“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 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“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).

- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“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. **SBC-13STATE** RESPONSIBILITIES

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to TWTC as described this section in a particular Rate Center in which TWTC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 When facilities are purchased from **SBC-13STATE**, **SBC-13STATE** will transport 911 calls from each TWTC point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.3 **SBC-13STATE** will forward the calling party number (ANI) it receives from TWTC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by TWTC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the TWTC, but no ALI record is found in the E911 DBMS, **SBC-13STATE**

will report this “No Record Found” condition to the TWTC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **SBC-13STATE** will provide facilities to interconnect the TWTC, as specified in the local state tariff. Additionally, when diverse facilities are requested by TWTC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by TWTC, **SBC-13STATE** shall, in a timely fashion, provide TWTC with a description of the geographic area (or Rate Center) and PSAPs served by the 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. **SBC-13STATE** will also provide TWTC with identification of local procedures and responsibility for assigning default call routing, as well as identification of call overflow routing based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Information Sharing.

3.3.4 **SBC-13STATE** and TWTC will cooperate to promptly test all trunks and facilities between TWTC's network and the **SBC-13STATE** SR(s).

3.4 Database

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the TWTC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of TWTC's End Users served by TWTC's exchange(s)] in the electronic data processing database for the E911 DBMS. TWTC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of TWTC End User 911 Records.

- 3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update TWTC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide TWTC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to TWTC.
- 3.4.5 **SBC-13STATE** shall provide TWTC with a file containing the Master Street Address Guide (MSAG) for TWTC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where TWTC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. TWTC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 TWTC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 4.1.2 TWTC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 TWTC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which TWTC is authorized to and will provide telephone exchange service.
- 4.2.2 TWTC acknowledges that its End Users in a single local calling scope may be served by different SRs and TWTC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 TWTC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective

Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

- 4.2.4 In SBC-AMERITECH only, the TWTC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 TWTC shall maintain transport capacity sufficient to route traffic over trunks between the TWTC switch and the SBC-13STATE SR.
- 4.2.6 TWTC shall provide sufficient trunking and facilities to route TWTC's originating 911 calls to the designated SBC-13STATE 911 SR. TWTC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 TWTC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 TWTC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 TWTC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If TWTC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, TWTC shall request additional circuits from SBC-13STATE.
- 4.2.10 TWTC will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between TWTC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. TWTC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 TWTC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to TWTC's demarcation (for example, collocation). SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). TWTC is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is

a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to TWTC if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between TWTC's End Office and all appropriate Selective Routers. TWTC or its representatives shall be responsible for providing TWTC's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and TWTC shall arrange for the automated input and periodic updating of TWTC's End User 911 Records.
- 4.3.2 TWTC or its agent shall provide initial and ongoing updates of TWTC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 TWTC shall adopt use of a Company ID on all TWTC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 TWTC is responsible for providing SBC-13STATE updates to the ALI database; in addition, TWTC is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 TWTC shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by TWTC or its third-party agent. Those errors are to include incomplete file records or those TWTC End User 911 Records found not to be in accordance with established NENA standards.
- 4.3.6 TWTC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 TWTC 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 TWTC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the TWTC's POI to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 SBC-13STATE will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. SBC-13STATE will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and TWTC. These specifications shall be documented in the 911 Trunk Group Request Form, TWTC's Serving Area Description and E911 Interconnection Details. TWTC shall complete its portion of the 911 Trunk Group Request Form and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of the 911 Trunk Group Request Form and return the 911 Trunk Group Request Form to TWTC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 TWTC must obtain documentation of approval of the completed 911 Trunk Group Request Form from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which TWTC's End Users are located TWTC shall

provide documentation of all requisite approval(s) to SBC-13STATE prior to use of TWTC's E911 connection for actual emergency calls.

- 7.4 Each Party has designated a representative who has the authority to complete additional 911 Trunk Group Request Form(s) to this Appendix when necessary to accommodate expansion of the geographic area of TWTC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. TWTC must obtain approval of each additional 911 Trunk Group Request Form, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional 911 Trunk Group Request Form in accordance with Section 7.2.
- 7.5 In PACIFIC, NEVADA, and SBC-AMERITECH; the state specific forms shall be submitted in lieu of the 911 Trunk Group Request Form referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in SBC-13STATE's Appendix Pricing or applicable Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to TWTC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from TWTC until service is restored.
- 9.2 TWTC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event TWTC provides E911 Service to SBC-13STATE, TWTC shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after TWTC has been notified and has had reasonable

time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.

- 9.3 TWTC agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of TWTC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by TWTC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TWTC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 TWTC also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10. MUTUALITY

- 10.1 TWTC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, TWTC will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX MERGER CONDITIONS

TABLE OF CONTENTS

TABLE OF CONTENTS 2

1. MERGER CONDITIONS..... 3

2. DEFINED TERMS; DATES OF REFERENCE 3

3. DISCOUNTED SURROGATE LINE SHARING CHARGES 4

4. OSS: CHANGE MANAGEMENT PROCESS 4

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES 4

6. ADVANCED SERVICES OSS DISCOUNTS..... 4

**7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR
RESIDENTIAL SERVICES..... 5**

8. PROMOTIONAL DISCOUNTS ON RESALE 6

9. PROMOTIONAL UNE PLATFORM 7

10. LOOP CONDITIONING CHARGES 8

11. ALTERNATE DISPUTE RESOLUTION..... 9

12. CONFLICTING CONDITIONS 9

13. SUSPENSION OF CONDITIONS 9

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT 9

**15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING
FEE WAIVER–OHIO AND ILLINOIS ONLY..... 10**

16. EXHIBIT E – OSS DISCOUNT, CERTIFICATE OF ELIGIBILITY 11

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 **SBC-13STATE** will provide to TWTC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by TWTC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by TWTC, within one month of the Merger Closing Date, **SBC-13STATE** and TWTC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge TWTC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge TWTC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 **SBC-13STATE** will, subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions, provide TWTC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.2 If TWTC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and TWTC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, TWTC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 7.1 **SBC-13STATE** will provide TWTC access to unbundled 2-Wire Analog Loop(s) for use by TWTC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If TWTC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and TWTC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **SBC-13STATE** will provide TWTC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If TWTC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and TWTC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-**

13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **SBC-13STATE** will provide to TWTC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable TWTC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, TWTC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, TWTC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Act by agreement of the parties or by the appropriate state commission. Should TWTC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and TWTC will pay after such charge is established. Provision of the promotional UNE platform is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If TWTC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and TWTC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and TWTC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written

request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC's** CLEC On-Line.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to TWTC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of TWTC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. TWTC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by TWTC to a provide Advanced Services, **SBC-13STATE** will obtain TWTC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, TWTC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon TWTC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, TWTC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if TWTC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by TWTC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE**'s continued provision and TWTC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

- 14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

- 15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.
- 15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E**OSS Discounts, Certificate of Eligibility**

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 3

3. UNDERTAKING OF THE PARTIES 4

4. ADMINISTRATION OF INTERCARRIER COMPENSATION 5

5. MINUTES OF USE (MOUS) DEVELOPMENT 5

6. CALCULATION OF REVENUE DISTRIBUTION 6

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS..... 6

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

EXHIBIT A..... 8

EXHIBIT B..... 9

APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

- 2.1 **“Subscriber Access Lines”** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 2.2 **“Feature Group A (FGA) Switched Access Service”** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.
- 2.4 **“The Primary Company”** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.
- 2.5 **“The Primary Office”** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User; and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.
- 2.6 **“The Secondary Company”** denotes the Party with the secondary office(s).
- 2.7 **“The Secondary Office”** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.
- 2.8 **“Access Minutes or Minutes of Use (MOUs)”** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- 2.9 **“Currently Effective Tariff Rate”** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.
- 3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

- 5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.
- 5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to

the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.
- 6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
- 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
- 7.2.3 The total compensation due the Secondary Company, by rate element.
- 7.2.4 The number of terminating MOUs recorded by the Primary Company.

- 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
- 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 7.2.7 Adjustments for uncollectibles.
- 7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE NPA-NXX

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

APPENDIX FX

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. UNDERTAKING OF THE PARTIES.....4

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS 5

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....5

APPENDIX FX

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a Customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a Customer to have a telephone number presence in a community other than the one where the Customer equipment is physically located.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the Customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.
 - 2.2.3 Under a “dedicated prefix” arrangement, the Customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the Customer’s traffic over dedicated or switched facilities to a switch or

switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX Customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX Customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **“Primary Party”** denotes the Party that bills the FX Customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX Customer for the facilities provided by both Parties.

2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX Customer is physically located.

2.6 **“Secondary Party”** denotes the Party that does not bill the FX Customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX Customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX Customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX Customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion

of the FX Service, that Party will bill the FX Customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 4.1 In the event that only one Party bills the FX Customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ITR (Interconnection Trunking Requirements)

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS.....	3
3. ONE-WAY AND TWO-WAY TRUNK GROUPS.....	4
4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING	5
5. TRUNK GROUPS	7
6. FORECASTING RESPONSIBILITIES: <u>SBC-13STATE</u>	15
7. TRUNK DESIGN BLOCKING CRITERIA: <u>SBC-13STATE</u>	16
8. TRUNK SERVICING: <u>SBC-13STATE</u>	17
9. TRUNK DATA EXCHANGE: <u>SBC-13STATE</u>	20
10. NETWORK MANAGEMENT: <u>SBC-13STATE</u>	21
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	21

APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Time Warner Telecom(TWTC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 This Appendix provides descriptions of the trunking requirements between TWTC and SBC-13STATE. All references to incoming and outgoing trunk groups are from the perspective of TWTC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.5 Local trunk groups may only be used to transport traffic between the Parties end users.
- 1.6 SBC-13STATESBC – Ameritech shall not impose any restrictions on TWTC that is not imposed on its own traffic with respect to trunking and routing options afforded to TWTC.

2. DEFINITIONS

- 2.1 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.2 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.3 SBC-MOKA - As used herein, SBC-MOKA means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

- 2.4 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.5 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.6 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 2.7 **“Network Interconnection Methods”** (NIM) designates facilities established between the Parties' Networks associated with the trunking requirements provided herein.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a TWTC Tandem or End Office switch and an **SBC-13STATE** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. TWTC will have administrative control of one-way trunk groups from TWTC to **SBC-13STATE** (TWTC originating).
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a TWTC switch and an **SBC-13STATE** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency TWTC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established where technically feasible and appropriate for a given trunk group. However, either Party may declare that in the **SBC-AMERITECH** and **SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations. These trunk groups will be designed consistent with current industry guidelines and standards as published in such documents as Telcordia (formerly Bellcore) “BOC Notes on the LEC Network” TSB SR-2275.

- 3.4 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 or any other method that the Parties mutually agree to.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate in good faith a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with TWTC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** 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 Users.
- 4.2 When Tandem trunks are deployed, TWTC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to TWTC switches on the trunk groups defined below.
- 4.2.1 When transit traffic through the **SBC-13STATE** Tandem from TWTC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, TWTC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. The Parties acknowledge that the Act imposes requirements regarding interconnection arrangements and that Third Parties are involved. TWTC shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. This trunk group will be serviced in accordance with the Trunk Design

Blocking Criteria in Section 7.0. Overflow transit traffic may be routed through the **SBC-13STATE** tandem.

- 4.3 While the Parties agree that it is the responsibility of TWTC to enter into arrangements with each Third Party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** acknowledges that such arrangements may not currently be in place and an interim arrangement will be needed to facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with Third Party carrier to exchange transit traffic to TWTC and (ii) the date transit traffic volumes exchanged by the TWTC and Third Party carrier exceed the volumes specified in Section 4.2.1, **SBC-13STATE** will provide TWTC with transit service. TWTC agrees to use reasonable efforts to enter into agreements with Third Party carriers as soon as possible after the Effective Date.
- 4.4 Direct End Office trunks terminate traffic from a TWTC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a one-way or two-way direct End Office trunk group, dependent upon technical feasibility and billing considerations, when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from TWTC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group may be one-way or two-way depending upon technical feasibility.
- 4.6 Trunk Configuration
- 4.6.1 Trunk Configuration – **SBC-SWBT**, **SBC-AMERITECH** and **SNET**
- 4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a

different appropriate Trunk Type Modifier in the CLCI-Message code.

4.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

4.6.2.1 When Interconnecting at **PACIFIC/NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for local interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists TWTC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein (refer to the appropriate ILEC's website). In all cases, TWTC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. **TRUNK GROUPS**

5.1 The following trunk groups shall used to exchange various types of traffic between TWTC and **SBC-13STATE**.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.

5.2.1 A two-way local trunk group shall be established between TWTC's switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

- 5.2.2 Where traffic from TWTC's switch to **SBC-SWBT** End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the **SBC-SWBT** End Office as described in Sections 4.4 and 4.5.
- 5.2.3 A local trunk group shall be established from TWTC's switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.
- 5.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.
- 5.2.5 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group shall be established from TWTC's switch to the **SBC-SWBT** Access Tandem(s).
- 5.2.6 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 5.2.7 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**
- 5.3.1 Tandem Trunking - Single Tandem LATAs
- 5.3.1.1 Where **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local Traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.2 Tandem Trunking – Multiple Tandem LATAs
- 5.3.2.1 Where **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** has more than one Access Tandem in a LATA, IntraLATA Toll and Local Traffic may be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** Tandem for calls destined to or

from all End Offices that subtend each Tandem. These trunk groups may be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage local interconnection trunk groups for the exchange of IntraLATA Toll and Local Traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **SBC-13STATE**

5.4.1 InterLATA traffic shall be transported between TWTC's switch and the **SBC-13STATE** Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between TWTC's End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each **SBC-13STATE** Access Tandem. If the Access Tandems are in two different states, TWTC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.4 TWTC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

5.4.5 FOR **PACIFIC** ONLY: TWTC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). TWTC is not required, however, to home codes by the sector designations. TWTC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if TWTC ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or

leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on TWTC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that TWTC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that TWTC directs to the switched access customer. **SBC-13STATE** also agrees to furnish TWTC, upon request, a list of those IXCs which also Interconnect with **SBC-13STATE**'s Access Tandem(s).

5.4.8 TWTC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by TWTC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 **800/(8YY) Traffic: SBC-13STATE**

5.5.1 If TWTC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all TWTC 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 TWTC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which TWTC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code

“0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 TWTC may handle its own 800/8YY database queries from its switch. If so, TWTC will determine the nature (local/intra-LATA/inter-LATA) 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, TWTC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, TWTC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, TWTC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which TWTC 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 IXC's, or shall be delivered by TWTC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which TWTC offers exchange service. TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. TWTC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.

5.6.2 TWTC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be

initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

- 5.6.3 TWTC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between TWTC's network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. TWTC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 **High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-13STATE**

- 5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

- 5.7.2 This group shall be sized as follows:

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

- 5.7.3 If TWTC should acquire a HVCI/Mass Calling customer, i.e. a radio station, TWTC shall notify **SBC-13STATE** of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-13STATE** HVCI/Mass Calling Serving Office to the TWTC customer's serving office and **SBC-13STATE** shall establish this trunk group.

- 5.7.4 If TWTC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, TWTC may request a meeting to coordinate with **SBC-13STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that TWTC establishes a new choke NXX, TWTC must notify **SBC-13STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-13STATE** 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-13STATE Public Response HVCI/Mass Calling Network Access Tandem to the TWTC's choke serving office.

5.7.5 Where SBC-13STATE and TWTC both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If SBC-13STATE agrees through a separate appendix or contract to provide Inward Assistance Operator Services for TWTC, TWTC will initiate an ASR for a one-way trunk group from its designated operator services switch to the SBC-13STATE OPERATOR SERVICES Tandem utilizing MF signaling. SBC-13STATE at it's option may initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the TWTCs designated operator services switch.

5.8.2 If SBC-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for TWTC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 TWTC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC-13STATE OPERATOR SERVICES Tandem in the LATA for the NPA TWTC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 TWTC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SBC-13STATE OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). TWTC will have administrative control for the

purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of TWTC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to TWTC switch. TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from TWTC's switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 TWTC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If TWTC chooses **SBC-13STATE** to provide either OS and/or DA, then TWTC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. **FORECASTING RESPONSIBILITIES: SBC-13STATE**

6.1 TWTC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast **SBC-13STATE** shall provide this information to TWTC. 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-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 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

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than

four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/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.

6.3 TWTC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one-way trunk groups terminating to TWTC and TWTC shall be responsible for forecasting and servicing the one-way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. The Parties shall mutually agree to the forecast. Standard trunk traffic engineering methods will be used by the Parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall promptly meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE**

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
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%

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

8. **TRUNK SERVICING: SBC-13STATE**

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). TWTC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC-AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 3.3), **SBC-AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to TWTC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. **SBC-13STATE** will send a Trunk Group Service Request (TGSR) to TWTC to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.2.1 The Party receiving the ASR will issue a Firm Order Confirmation (FOC) in accordance with the standard interval guidelines, which will comply with any Commission orders for FOC. If TWTC requests, a Design Layout Record (DLR) will be sent to the ordering Party following the standard interval guidelines.

8.2.2 For facility/switching equipment shortages, **SBC-13STATE** shall follow the held/denied order process and provide relief status and explanation of the cause of the shortage under the "remarks" field. If no relief date is available, "further status" due date shall be provided. On the date that the status is due, by 5:00 p.m. (eastern time) of that day, **SBC-13STATE** shall re-FOC with updated status. **SBC-13STATE** will also provide a contact name and number for held/denied order process.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by SBC-13STATE when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. TWTC will note “service affecting” on the ASR. The Parties will make reasonable efforts to work these orders in less than the standard time frame as published in the standard intervals.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for PACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET).

8.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the ASR issuance period. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.4.1.4 If SBC-13STATE does not receive an ASR, or if TWTC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-13STATE will attempt to contact TWTC to schedule a joint planning discussion. If TWTC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks

operational, SBC-13STATE will issue an ASR to resize the Interconnection trunks and facilities.

- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 8.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20) business days for PACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET).
- 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC-13STATE's Switched Access service.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and TWTC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch(es) or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 TWTC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC-13STATE will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be as identified in the appropriate tariff or published interval guide.
- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of TWTC.

8.10 TRUNK SERVICING – SBC-SWBT Exceptions:

8.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

9. TRUNK DATA EXCHANGE: SBC-13STATE

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM), or FTP computer to computer file transfer process, or any other method that the Parties agree to. If implementing the DIXC process, the Parties shall mutually agree within ninety (90) days of passing live traffic over the trunk groups to an acceptable implementation date. If DIXC is not used, the Parties may agree to exchange data in other formats such as traffic utilization reports (i.e., TIKI). The traffic data to be mutually exchanged, either as raw data via DIXC or as the basis for trunk utilization reports will be Total Attempt Peg Count, Total Usage (measured in Hundred Call Seconds), Terminating Attempt Peg Count, Originating Attempt Peg Count, Overflow Peg Count and Maintenance Usage (measured in Hundred Call Seconds), and Trunks in Service required for 2Way Trunking; and Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds), Trunks in Service required for 1Way Trunking on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. The highest average usage during any 24 hour period, exclusive of holidays or

abnormally high traffic periods (i.e. Mother's Day) shall be included in the 20 day study period objective described above.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. TWTC and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 TWTC and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

10.4 Maintenance, Testing, and Repair

10.4.1 Parties will provide to each other test-line numbers (i.e. switch milliwatt numbers) and access to test lines where available and as agreed.

10.4.2 Cooperatively plan and implement coordinated testing and repair procedures (including detailed escalation lists and contact numbers). Where available, 105 and 108 tests may be performed on meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element. Without

limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks, no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN..... 4

3. METHODS OF INTERCONNECTION..... 6

4. RESPONSIBILITIES OF THE PARTIES..... 10

5. JOINT FACILITY GROWTH PLANNING 11

6. LEASING OF FACILITIES 12

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 13

**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13 STATE** - As used herein, **SBC-13 STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.
- 1.5 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.
- 1.6 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.
- 1.7 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.9 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection (i.e. Joint SONET); and other methods as mutually agreed to by the Parties. One or more of these methods

may be used to effect the Interconnection in each local exchange area and each LATA .

1.9.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

1.9.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE. **SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.10 **SBC-13STATE** shall provide Interconnection for TWTC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.11 The Parties shall effect an Interconnection that is efficient, fair and equitable with each Party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties. Neither Party shall require the other Party to construct unnecessary facilities for the purpose of interconnection.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC-SWBT**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SWBT** requires Interconnection in each local exchange area, while **SNET**, **PACIFIC**, **NEVADA** and **SBC-AMERITECH** require Interconnection at all Tandems in a LATA. TWTC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between TWTC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of TWTC's switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, network survivability, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where **SBC13-STATE** operates as an incumbent LEC and TWTC has a switch and End Users in that area.
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan. To the extent changes to physical architecture may be financially impacting to either Party, such changes shall be agreed to before the changes are implemented.
- 2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the TWTC switch to each **SBC-13STATE** Access Tandem where TWTC originates or terminates local and/or toll traffic with **SBC-13STATE**.
- 2.7 TWTC is solely responsible for the facilities that carry ancillary services (i.e. OS/DA, 911, mass calling, etc.). **SBC-13STATE** may allow, solely at its discretion, TWTC to use jointly provided Interconnection facilities to carry ancillary service traffic.
- 2.8 If TWTC has established Collocation in an **SBC-13STATE** End Office, Direct End Office Trunks (DEOTS) to that End Office shall be provisioned over TWTC Collocation facility. If TWTC has not established Collocation in an **SBC-**

13STATE End Office, **SBC-13STATE** shall provision the facilities for the direct End Office trunks from the POI to the **SBC-13STATE** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and TWTC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.9.3 Other interfaces may be established when either Party demonstrates the need for Optical handoffs at the OC-n level. The Parties will promptly meet to negotiate specific Optical handoff need and implementation date.

3. **METHODS OF INTERCONNECTION**

3.1 Physical Collocation Interconnection

3.1.1 When TWTC provides their own facilities or uses the facilities of a Third Party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, TWTC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When TWTC provides their own facilities or uses the facilities of a Third Party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on TWTC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable tariff. Virtual Collocation allows TWTC to choose the equipment vendor and does not require that TWTC be Physically Collocated.

3.3 Leased Facility Interconnection (“LFI”)

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and TWTC can occur at any mutually agreeable, economically and technically feasible point between TWTC’s premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single Synchronous Optical Network (SONET) transmission linear chain system. Only Interconnection trunks shall be provisioned over this facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties shall work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. 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.

3.4.5 There are four basic Fiber Meet design options. The Parties agree to support existing Joint SONET architectures implemented between TWTC and **PACIFIC**, where applicable, under predecessor Agreement(s) for the duration of this interconnection agreement. However, this provision does not supercede or eliminate other requirements and obligations in this Agreement and associated Amendments.

3.4.5.1 Design One: TWTC’s fiber cable (four fibers) and **SBC-13STATE** fiber cable (four fibers) are connected at an economically and technically feasible point between TWTC and **SBC-13STATE** locations. This Interconnection point would be at a mutually agreeable location approximately midway between

the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

- 3.4.5.2 Design Two: TWTC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable TWTC to deliver fiber optic facilities into that manhole. TWTC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **SBC-13STATE** to pull the fiber cable through the **SBC-13STATE** cable vault and terminate on the **SBC-13STATE** fiber distribution frame (FDF) in **SBC-13STATE**'s office. TWTC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office on the FDF at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.
- 3.4.5.3 Design Three: **SBC-13STATE** will provide fiber cable to the last entrance (or TWTC designated) manhole at the TWTC location. TWTC shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of Optical Fire Resistant (OFR) cable for TWTC to run the fiber cable from the manhole and terminate on the TWTC fiber distribution frame (FDF) in TWTC's location. **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. TWTC shall take the fiber from the manhole and terminate it inside TWTC's office on the FDF at TWTC's expense. In this case the POI shall be at the TWTC designated manhole location.
- 3.4.5.4 Design Four: Both TWTC and **SBC-13STATE** each 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-13STATE** will provide the fibers associated with the "working" side of the system. **SBC-13STATE** will provide TWTC with information that describes the physical path that the **SBC-13STATE** provided fibers will traverse such that TWTC can achieve route diversity, where desired, with the two fibers provided by TWTC. TWTC 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-13STATE** location.

- 3.4.6 TWTC location includes TWTC FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is TWTC's responsibility to provision and maintain.
- 3.4.7 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from TWTC. This location is **SBC-13STATE**'s responsibility to provision and maintain.
- 3.4.8 **SBC-13STATE** and TWTC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.4.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of 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.
- 3.4.10 TWTC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated TWTC and **SBC-13STATE**. These methods will be compatible and meet quality standards(i.e. ANSI, NEBS, Telcordia, etc.) as mutuallu agreed upon by Time Warner Telecom and **SBC-13STATE**.

3.5 Other Interconnection Methods

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

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If TWTC determines to offer local Interconnection within an **SBC-13STATE** area, TWTC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area or LATA. Such request shall include (i) TWTC's Switch address, type of Switch and CLLI code; (ii) TWTC's requested Interconnection activation date; and (iii) a non-binding forecast of TWTC's trunking and facilities requirements.
- 4.2 Upon receipt of TWTC's notice to interconnect, the Parties shall schedule a meeting within 21 days. The Parties shall negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. Parties shall use best efforts to timely implement new network interconnections and agree that implementation "clock" shall begin with the initial meeting.
- 4.3 If TWTC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **SBC-13STATE** Central Offices, TWTC shall provide written notice to **SBC-13STATE**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **SBC-13STATE** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional TWTC Central Offices in such local exchange/LATA, **SBC-13STATE** shall be entitled, upon written notice to TWTC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 TWTC and **SBC-13STATE** shall work cooperatively to install and maintain a reliable network. TWTC and **SBC-13STATE** 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.
- 4.5 TWTC and **SBC-13STATE** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this agreement.
- 4.6 TWTC and **SBC-13STATE** shall:

- 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 4.6.2 Promptly notify each other when there is any change affecting the service requested, including the due date.
- 4.6.3 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.
- 4.6.4 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.
- 4.6.5 Upon request in **SBC-13STATE**, Parties will make available a notification process to advise each other if there is an equipment failure that will affect the interconnection trunks.
- 4.6.6 Provide each other with a trouble reporting number, and corresponding escalation lists up through Vice President level, that is readily available 24 hours per day/7 days per week.
- 4.6.7 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 5.2 Criteria:
 - 5.2.1 Investment is to be minimized.
 - 5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

- 5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated at any time by either Party. Discussions to provide relief will be triggered when either Party recognizes that the overall system facility reaches 60 % capacity or when either Party is aware of circumstances that will require additional facilities to meet customer demand.
- 5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, the Parties will turn down those facilities or trunks unless otherwise agreed to. Facility relief discussions will be triggered as discussed above, and all effort will be made to adhere to the trunk design blocking criteria described in Appendix ITR.
- 5.3.3 If based on the forecasted equivalent DS-1/DS-3 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until such time that the network growth patterns change. Either Party may re-initiate the joint planning process.
- 5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, a larger system shall be deployed. This criteria assumes both Parties have adequate fibers for the augmentation. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 5.3.6 The Parties shall use good faith efforts to complete the joint planning process/negotiations as soon as possible, but not to exceed 60 days.

6. **LEASING OF FACILITIES**

- 6.1 The purpose of this section is to cover both TWTC's and **SBC-13STATE's** leasing of facilities from each other for purposes of Interconnection. **SBC-13STATE** offers leased facilities from the applicable Access Tariff.
- 6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 6.3 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.

- 6.4 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.
- 6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:
- 6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.
- 6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party for reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR and provide preliminary analysis if available.
- 6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote that will include the applicable recurring rates and installation intervals.
- 6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX MESSAGE EXCHANGE

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS: 3

3. DESCRIPTION OF BILLING SERVICES..... 5

4. COLLECTION SERVICES..... 5

5. CHANGES TO PROVIDER’S SERVICES AND RATES..... 6

6. SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA..... 6

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH 8

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 9

**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL AND/OR
THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND UNBUNDLED
SERVICE**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to TWTC as a result of TWTC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, SBC-13STATE means the applicable SBC owned ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-AMERITECH means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.4 As used herein, SBC-SWBT means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, PACIFIC means the applicable SBC owned ILEC doing business in California.
- 1.6 As used herein, NEVADA means the applicable SBC owned ILEC doing business in Nevada.
- 1.7 As used herein, SNET means the applicable SBC owned ILEC doing business in Connecticut.

2. DEFINITIONS:

- 2.1 "555" is an SBC-AMERITECH service by which Providers offer information services for a fee to a TWTC End-User who dials a number using the "555" prefix.
- 2.2 "900" is a PACIFIC and NEVADA service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.
- 2.3 "976" is an SBC-AMERITECH, PACIFIC and NEVADA service by which Providers offer audio services for a fee to a TWTC End-User who dials a number using the "976" prefix.

- 2.4 **“Abbreviated Dialing”** is an SBC-AMERITECH service by which Providers offer information services for a fee to a TWTC End-User who dials a telephone number with less than seven digits.
- 2.5 **“Adjustments”** are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 **“Ancillary Message Services”** available in SBC-AMERITECH, PACIFIC, and NEVADA. Included in SBC-AMERITECH offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. PACIFIC and NEVADA provide 900/976.
- 2.7 **“Calling Party Pays Cellular”** or **“CPP Cellular”** is an SBC-AMERITECH service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.8 **“Calling Party Pays Paging”** or **“CPP Paging”** is an SBC-AMERITECH service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 **“CLEC CATS Messages”** means intraLATA Calling Card and third number billed messages billed to a TWTC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 **“Provider”** is the entity that offers an SBC-AMERITECH, PACIFIC, or NEVADA Ancillary Message Service to an End-User.
- 2.11 **“Uncollectibles”** are amounts billed to TWTC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by TWTC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 **“CLEC” Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the TWTC’s End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

- 3.1 **SBC-13STATE** will receive LEC carried ABS messages being billed to TWTC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** shall forward rated messages to TWTC on the Daily Usage File (DUF).
- 3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to TWTC on DUF; provided, however, that revenue settlement for TWTC Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide TWTC with a list of all such LECs upon request.
- 3.3 **SBC-SWBT**, **SNET**, and **SBC-AMERITECH** shall bill charges to the TWTC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a TWTC Resale or UNE port End-User account. TWTC will not be billed for ABS traffic when TWTC only orders a UNE loop without switching.
- 3.4 As a part of provisioning local service for TWTC, **SBC-13STATE** will block End-User access to 900/976 numbers upon specific written request by TWTC for each separate End User line.
- 3.5 TWTC shall block End-User access to Ancillary Message Services upon **SBC-13STATE**'s written request.
- 3.6 If blocking is not requested, **SBC-13STATE** shall record all Ancillary Message Service calls transported by SBC that originate from a TWTC's End-User's telephone number. SBC shall provide TWTC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where TWTC's switch generates call information, TWTC will provide **SBC-AMERITECH**, **PACIFIC** or **NEVADA** with call information for each call on a daily basis. **SBC-AMERITECH**, **PACIFIC** or **NEVADA** will rate the call with each Provider's requested rates and return a formatted record to the TWTC. TWTC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 TWTC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. TWTC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than TWTC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally

accepted industry standards of operation for the provision of billing and collection services.

- 4.2 All messages should be billed within 30 days of receipt. TWTC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. **CHANGES TO PROVIDER'S SERVICES AND RATES**

- 5.1 TWTC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. **SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA**

- 6.1 For messages billed to TWTC End-Users that **PACIFIC** or **NEVADA** forward to TWTC as set forth in Section 3 above, **PACIFIC** or **NEVADA** shall calculate the amount due based on the following formula:

$$\begin{array}{rcl}
 & \text{Rated Value of 900/976 Messages (if applicable)} & \\
 + & \text{Rated Value of TWTC CATS and Non-CATS Messages} & \\
 - & \text{Rejected/Unbillable/Uncollectible Messages} & \\
 - & \text{TWTC Billing Charge} & \\
 + & \text{PACIFIC or NEVADA Settlement Charge} & \\
 \hline
 = & \text{Amount Due PACIFIC or NEVADA} &
 \end{array}$$

- 6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of TWTC CATS Messages and Non-CATS Messages means the total computed charges for TWTC CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

6.1.1.2 Rejected Messages means the rated value of TWTC CATS Messages and Non-CATS Messages that failed to pass the edits within TWTC's system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.

- 6.1.1.3 Unbillable Messages means the rated value of TWTC CATS Messages and Non-CATS Messages that were not billable to a TWTC End-User because of missing information in the billing record or other billing error, not the result of an error by TWTC, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA**.
- 6.1.1.4 Uncollectible Messages means the rated value of TWTC CATS Messages and Non-CATS Messages billed by TWTC to subscribers that are unpaid, have been debited to final write-off by TWTC and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.
- 6.1.1.5 TWTC Billing Charge means the TWTC per message billing rate, as set forth in Appendix Pricing under TWTC Billing Rate, times the number of TWTC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to TWTC.
- 6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of TWTC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to TWTC. Only TWTC CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.
- 6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide TWTC with:
- 6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and
- 6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.
- 6.3 The TWTC shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or **NEVADA** after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.5 That portion of the Amount Due **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS

Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or **NEVADA** shall provide TWTC with an updated list in writing of all LECs with which **PACIFIC** or **NEVADA** has such Agreements.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – **SBC-AMERITECH**

- 7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to **SBC-AMERITECH** under this Appendix shall be the total of all billable charges submitted to TWTC under this Appendix, less:
 - 7.2.1 All charges due TWTC under subsection 7.1;
 - 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;
 - 7.2.3 Adjustments as provided in subsection 7.4;
 - 7.2.4 Taxes collected from TWTC End-Users.
- 7.3 TWTC shall provide **SBC-AMERITECH** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **SBC-AMERITECH** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC-AMERITECH** by TWTC as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.4 Adjustments
 - 7.4.1 TWTC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **SBC-AMERITECH** within sixty (60) calendar days from the date of the message, or as mutually agreed upon by the Parties at the point of implementation.
- 7.5 Uncollectibles

- 7.5.1 TWTC may recourse to **SBC-AMERITECH** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by TWTC to **SBC-AMERITECH** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

- 7.6.1 Taxes Imposed on Services Performed or Provided by TWTC. TWTC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by TWTC.
- 7.6.2 Taxes on Ancillary Message Services. TWTC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-AMERITECH** of those taxes. **SBC-AMERITECH** shall notify TWTC of this information and pursuant to this Agreement TWTC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH**. TWTC shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

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

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

parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY] 4

3. PERMANENT NUMBER PORTABILITY (PNP) 8

4. INP TO PNP TRANSITION..... 13

5. MASS CALLING CODES 13

6. PROVISION OF INP AND PNP BY TWTC TO SBC-SWBT..... 15

7. PROVISION OF PNP BY TWTC TO PACIFIC/NEVADA/SBC-AMERITECH..... 16

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 16

EXHIBIT 1 [SBC-SWBT ONLY]

**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-10STATE means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-8STATE means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, PACIFIC means an ILEC doing business in California.
- 1.11 As used herein, NEVADA means an ILEC doing business in Nevada.
- 1.12 As used herein, SNET means an ILEC doing business in Connecticut.

- 1.13 The prices at which SBC-13STATE agrees to provide TWTC with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

- 2.1 Due to all NEVADA, PACIFIC, SBC-AMERITECH and SNET switches being LNP capable, this Section does not apply.

2.2 General Terms and Conditions

- 2.2.1 SBC-SWBT and TWTC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of TWTC or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

- 2.3.1 SBC-SWBT shall provide INP to TWTC only, as described herein.
- 2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.
- 2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where TWTC agrees to make full payment on the End User's behalf, including any termination amounts due.
- 2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

- 2.4.1 SBC-SWBT's sole responsibility is to comply with the service requests it receives from TWTC and to provide INP in accordance with this Appendix.

2.5 Obligations of TWTC

- 2.5.1 TWTC shall coordinate the provision of service with SBC-SWBT to assure that TWTC's switch is capable of accepting INP ported traffic.
- 2.5.2 TWTC is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. TWTC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that TWTC will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.
- 2.5.3 TWTC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which TWTC is not presently providing exchange service or terminating to an End User.
- 2.5.4 Where TWTC chooses to disconnect or terminate any INP service, TWTC shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.
- 2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.
- 2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

2.5.6 TWTC shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to TWTC assigned telephone numbers:

2.5.6.1 TWTC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to TWTC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by TWTC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to TWTC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 TWTC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing,

i.e., an incoming call to the SBC-SWBT ported number shall be handled like any other SBC-SWBT call being terminated to that end office and the ported call to TWTC assigned telephone number in TWTC switch shall be handled as any local calls between SBC-SWBT and TWTC.

2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to TWTC.

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to TWTC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of TWTC's switching equipment to which SBC-SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, TWTC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SBC-SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard to intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is

disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides TWTC the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. TWTC STP, tandem, and/or end office’s LRN software will determine the need for, and triggers, the query. **SBC-12STATE**’s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 SBC-12STATE will provide TWTC the use of the SBC-12STATE PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of SBC-12STATE

3.3.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

3.3.2 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, SBC-SWBT will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from TWTC.

3.3.4 SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of TWTC

- 3.4.1 When purchasing the SPNP Database Query, TWTC will access SBC-12STATE's facilities via an SS7 link: SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA – Section 6 of FCC No. 1 Access Services Tariff/PACIFIC – Section 6 of FCC No. 128 Access Service Tariff/ SBC-SWBT- Section 23 and 32 of FCC No. 73 Access Service Tariff to the SBC-12STATE STP.
- 3.4.2 When purchasing the SPNP Query - Prearranged, TWTC will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to the PACIFIC/NEVADA/SBC-SWBT network and provide a query forecast for each entry point.
- 3.4.3 TWTC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in a mandated MSA, TWTC shall submit a BFR to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 3.4.5 When TWTC requests that an NXX in an LRN capable SBC-12STATE switch become portable, TWTC shall follow the industry standard LERG procedure.
- 3.4.6 TWTC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 TWTC shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 TWTC shall adhere to SBC-12STATE's reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by Commissions.
- 3.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs.
- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 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.
- 3.7.6 If TWTC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform 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.
- 3.7.7 TWTC shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 TWTC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in:

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

3.8.2 TWTC agrees not to charge SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for TWTC to recover the costs associated with LNP.

4. **INP TO PNP TRANSITION**

4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.3 TWTC shall issue LSRs to change its existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.

4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. **MASS CALLING CODES**

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating

office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 SBC-12STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC-12STATE mass calling tandem and/or SBC-AMERITECH mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 5.2.2 When TWTC requests that a SBC-12STATE number with a mass calling NXX code be ported to its network, SBC-12STATE will build translations at the CSO to route the incoming calls to a TWTC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to TWTC central office.

5.3 Obligations of SBC-12STATE

- 5.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by TWTC. Non-LRN porting will be done via pseudo code or route index translation in the SBC-12STATE CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 SBC-12STATE will not charge TWTC for the use of its choke network by TWTC's mass calling customer. In exchange, SBC-12STATE shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of TWTC

- 5.4.1 TWTC shall agree to adhere to LSOG compliant SBC-12STATE LSR format and to negotiated mass calling due date intervals.
- 5.4.2 TWTC shall provide the facility and DID trunk group from the SBC-12STATE CSO to CLEC's serving office. TWTC shall size this one-way MF trunk group.
- 5.4.3 TWTC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

- 5.5.1 Should TWTC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), TWTC shall home its CSO(s) on a SBC-12STATE mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC-12STATE's tandem and/or SBC-AMERITECH mass calling hub to TWTC. In order to allow the Parties time to order and install such mass calling trunks, TWTC shall provide SBC-12STATE notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 5.5.2 MF SS7 trunk groups shall not be provided within the same DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC-12STATE and TWTC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility when same signaling type is used.

5.6 Limitations of Service

- 5.6.1 TWTC shall adhere to SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. **PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT**

- 6.1 TWTC shall provide PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to TWTC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

- 7.1 TWTC shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to TWTC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NUMBERING

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. GENERAL TERMS AND CONDITIONS.....3

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 5

APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the TWTC is properly certified by the appropriate regulatory body and intends to provide local exchange service, TWTC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable TWTC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and

routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

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

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

APPENDIX OSS-RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. GENERAL CONDITIONS	4
4. PRE-ORDERING	8
5. ORDERING/PROVISIONING	12
6. MAINTENANCE/REPAIR	16
7. BILLING	17
8. REMOTE ACCESS FACILITY	18
9. DATA CONNECTION SECURITY REQUIREMENTS	20
10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES	24
11. MISCELLANEOUS CHARGES.....	25
12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS	27
13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	28

APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to TWTC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS (“Uniform POR”) as approved by FCC on September 22, 2000.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

- 1.10 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.11 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.12 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “**LSC**” means (i) the Local Service Center (LSC) for **SWBT**, **PACIFIC**, and **NEVADA**; (ii) Local Exchange Carrier Center (LECC) for **SNET**; and (iii) Information Industry Service Center (IISC) for **SBC-AMERITECH**.
- 2.2 “**LOC**” means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **SBC-AMERITECH**.
- 2.3 “**Service Bureau Provider**” - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by TWTC to act as its agent for purposes of accessing **SBC-13STATE**’s OSS application-to-application interfaces.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once TWTC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, TWTC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For **SBC-13STATE**, TWTC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, TWTC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, TWTC shall be responsible for and indemnify **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from TWTC systems, workstations or terminals or by TWTC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by TWTC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-13STATE** regions, TWTC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where TWTC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In **SBC-13STATE** regions, TWTC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to **PACIFIC** ONLY. For consumer End Users, prior to accessing such information, TWTC shall, on its own behalf and on behalf of **PACIFIC**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, TWTC shall have obtained an authorization to become the End User's local service provider. Accessing such information by TWTC shall constitute certification that TWTC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. TWTC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). TWTC agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a consumer End User or governmental entity against **PACIFIC** or TWTC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by TWTC of this section.

- 3.3.3 Throughout **SBC-13STATE** region, TWTC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of TWTC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, TWTC agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. TWTC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, TWTC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to TWTC. In addition, TWTC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of TWTC or other Third Parties against **SBC-13STATE** caused by or related to TWTC's use of any **SBC-13STATE** OSS.
- 3.5 In the event SBC has good cause to believe that TWTC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give TWTC written notice describing the alleged misuse ("Notice of Misuse"). TWTC shall immediately refrain from the alleged misuse until such time that TWTC responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event TWTC agrees with SBC's allegation of misuse, TWTC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event TWTC does not agree that TWTC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, TWTC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until TWTC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.
- 3.7 In order to determine whether TWTC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of TWTC's use of the **SBC-13STATE** OSS. Such audit shall be

limited to auditing those aspects of TWTC's use of the **SBC-13STATE** OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) days advance written notice of its intent to audit TWTC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), TWTC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate TWTC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC, or any SBC affiliate.

- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and TWTC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, will make electronic access available to TWTC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. TWTC will also provide a single point of contact for technical issues related to the TWTC's electronic interfaces.
- 3.10 **SBC-13STATE** and TWTC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of **SBC-13STATE** Change Management Plan, developed in collaboration with TWTC. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 **SBC-13STATE** will and TWTC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. TWTC and **SBC-13STATE** are individually responsible for

evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: “Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices.”

- 3.13 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 TWTC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions as specified in: “Requirements for Access to Southwestern Bell OSS Functions” and “Requirements for Access to Pacific Bell OSS Functions” and “SNET W-CIW in Installation Guide” and “**TWTC Hardware/Software Requirements for Access of SBC Uniform OSS Applications**”, or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support TWTC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to TWTC so that TWTC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
- 4.2.1 For **SBC-7STATE**, features and services available at a valid service address (as applicable) or, for **SNET**, features will be available based on NPA-NXX;
- 4.2.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **SBC-12STATE**, pending service order activity is included. TWTC agrees that TWTC'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 TWTC,

and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For SBC-12STATE, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. TWTC agrees that TWTC'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 TWTC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** **SBC-SWBT** will provide TWTC access to one or more of the following systems:

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC-SWBT** provides TWTC access to the functions of pre-ordering to order **SBC-SWBT** consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC-SWBT** provides TWTC access to the functions of pre-ordering to order **SBC-SWBT** business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** **PACIFIC** will provide TWTC access to the following system:

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

4.4.3 **SNET Resale Service Pre-Order System Availability:**

SNET will provide TWTC access to the following applications through its proprietary W-CIWin interface.

4.4.3.1 W-SNAP is an order entry application through which **SNET** provides TWTC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** **SNET** will provide TWTC access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

- 4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:** **SBC-AMERITECH** will provide TWTC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in Section 4.2

- 4.4.6 **Resale and UNE Pre-order System Availability:** **SBC-7STATE** will provide TWTC access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by **SBC-7STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a CLEC interface developed by **SBC-7STATE** that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

- 4.5.1 Where pre-ordering functions are not available electronically, TWTC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For **SBC-SWBT**, **PACIFIC**, and **NEVADA**, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For **SBC-AMERITECH**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 In **SBC-SWBT**:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides CLECs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In **NEVADA** only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In **PACIFIC** only:

5.2.3.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **SBC-13STATE** makes available to TWTC an Electronic Data Interchange (EDI) interface for transmission of **SBC-13STATE** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, TWTC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, TWTC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For **SBC-SWBT** and **PACIFIC** regions, SORD interface provides CLECs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For **SBC-SWBT** region, SORD interface supports the modification of service orders submitted electronically by TWTC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via

SORD. If TWTC chooses to use SORD to issue orders, then TWTC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by TWTC. TWTC may need to call the LSC to obtain additional information. TWTC may also choose to clear service order errors, even though TWTC is not initiating service orders via SORD. TWTC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In **PACIFIC** region, any service order errors will be corrected by the LSC. TWTC will be given a list generated by the LSC of TWTC order errors, and TWTC will be responsible for contacting their customer when necessary to clear an error. With TWTC being the point of contact for their customer, TWTC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

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

5.3.4 For **SBC-SWBT** and **PACIFIC**, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In **SNET**, MSAP (**SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 **Provisioning for Resale Services and UNE in SBC-SWBT:** **SBC-SWBT** will provision Resale services and UNE as detailed in TWTC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow TWTC to check service order status. Order Status and Provisioning Order Status are both accessible via **SBC-SWBT** Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, **SBC-SWBT** will provide, and TWTC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **SBC-SWBT** will provide TWTC with a FOC for each Resale service and UNE request.

- 5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
- 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if TWTC fails to correct service order errors within the timeframes specified in this Section 5.4.3.
 - 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for TWTC.
- 5.5 Provisioning for Resale services and UNEs in **PACIFIC** and **NEVADA**: **PACIFIC** and **NEVADA** will provision Resale services and UNE as detailed in TWTC order requests. Access to status on such orders is provided via the following electronic interfaces:
- 5.5.1 In **PACIFIC** and **NEVADA** regions, Order Status (OS) will allow TWTC to check service order status for End User basic services (resale, UNE and LNP). Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via **PACIFIC** and **NEVADA** Toolbar.
 - 5.5.2 For EDI ordering, **PACIFIC** shall provide TWTC, and TWTC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **PACIFIC** will provide TWTC with a FOC for each Resale service and UNE request.
 - 5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.

- 5.6 **Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET:** SBC-AMERITECH and SNET will provision Resale services and UNE as detailed in TWTC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide TWTC, and TWTC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide TWTC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, TWTC may access these functions via the following methods:

6.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides TWTC with SBC-7STATE software that allows TWTC to submit trouble reports and subsequently check status on trouble reports for TWTC End-Users. TA will provide the ability to review the maintenance history of a converted Resale TWTC account. TA is accessible via SBC-7STATE Toolbar.

6.1.2 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows TWTC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

6.1.4 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by TWTC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. TWTC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC-7STATE will bill TWTC for Resold services and UNEs. SBC-7STATE will send associated billing information to TWTC as necessary to allow TWTC to perform billing functions. At minimum SBC-7STATE will provide TWTC billing information in a paper format or via magnetic tape, as agreed to between TWTC and SBC-7STATE.
- 7.1.1 For Resale Services in PACIFIC, TWTC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in SBC-AMERITECH, TWTC may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In SBC-SWBT, TWTC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
- 7.2.2 In SBC-SWBT, TWTC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
- 7.2.3 In SBC-7STATE, TWTC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.4 In SBC-13STATE, TWTC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 In SBC-7STATE, TWTC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when TWTC's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
- 7.2.6 In SNET, TWTC may receive a Billing Detail File on cartridge or magnetic tape.
- 7.2.7 In SBC-AMERITECH, TWTC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 **SBC-8STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on TWTC's paper bill. **SBC-AMERITECH** also makes available to CLECs a local bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
 - 7.3.2 In **SBC-SWBT**, TWTC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
 - 7.3.3 In **SBC-13STATE**, TWTC will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.4 **SBC-7STATE**, TWTC may receive Local Disconnect Report records (via CARE records) electronically that indicate when TWTC's End Users, utilizing **SBC-7STATE**, ports, change their Competitive Local Exchange Carrier. In **SBC-AMERITECH** this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 TWTC must access OSS interfaces via a TWTC Remote Access Facility. For the **SBC-SWBT** region, the LRAF located in Dallas, Texas will be used. The PRAF in Fairfield, CA handles the **PACIFIC** and **NEVADA** regions. The ARAF, located in Chicago, IL, serves **SBC-AMERITECH** and the SRAF in New Haven, CT, handles the **SNET** region. Connection to these **Remote Access Facilities** will be established via a "port" either through dial-up or direct connection as described in Section 8.2. TWTC may utilize a port to access OSS interfaces to perform the supported functions in any **SBC-13STATE** where TWTC has executed an Appendix OSS.
- 8.2 For **SBC-13STATE**, TWTC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," TWTC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require TWTC to provide its own modems and connection to the **SBC-SWBT** LRAF, **PACIFIC** PRAF, **AMERITECH** ARAF, and **SNET** SRAF. TWTC shall pay the cost of the call if Switched Access is used.

- 8.3 For **SBC-13STATE**, TWTC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. TWTC shall maintain a user-id / password unique to each individual for accessing a **SBC-SWBT, PACIFIC, NEVADA, AMERITECH, OR SNET** OSS on TWTC behalf. TWTC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC-13STATE**, TWTC shall attend and participate in implementation meetings to discuss TWTC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 TWTC agrees that interconnection of TWTC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s Competitive Local Exchange Carrier (TWTC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between TWTC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other Party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either TWTC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of TWTC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, TWTC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, TWTC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

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

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.11 summarize 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 TWTC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Appendix. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.

- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user in real time.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or TWTC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, TWTC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on TWTC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable TWTC to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

- 10.3 A separate agreement will be required as a commitment to pay for a specific number of TWTC students in each class. TWTC agrees that charges will be billed by **SBC-13STATE** and TWTC payment is due thirty (30) days following the bill date. TWTC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which TWTC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among TWTC, TWTC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 10.5 TWTC agrees to pay the cancellation fee of the full price noted in the separate agreement if TWTC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. TWTC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 TWTC agrees that TWTC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 10.7 TWTC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For **SBC-SWBT** region only, TWTC requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For **SBC-7STATE**, TWTC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For **SBC-7STATE**, TWTC requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For **SBC-13STATE**, should TWTC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 11.5 **SNET** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

12. **SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS**

- 12.1 **SBC-13STATE** shall allow TWTC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, TWTC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
- 12.2.1 TWTC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where TWTC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
- 12.2.2 TWTC's use of a Service Bureau Provider shall not relieve TWTC of the obligation to abide by all terms and conditions of this Agreement. TWTC must ensure that its agent properly performs all OSS obligations of TWTC under this Agreement, which TWTC delegates to Service Bureau Provider.
- 12.2.3 It shall be the obligation of TWTC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once TWTC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from TWTC that it has terminated its agency relationship with a Service Bureau Provider.
- 12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with Third-Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as TWTC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

TABLE OF CONTENTS

1.	APPENDIX SCOPE OF TERM	3
2.	ILEC DESIGNATIONS	3
3.	CLASSIFICATION OF TRAFFIC.....	5
4.	RESPONSIBILITIES OF THE PARTIES.....	6
5.	LOCAL CALL TERMINATION.....	7
6.	NON-LOCAL CALL TERMINATION	8
7.	OPTIONAL CALLING AREA TRAFFIC -- <u>SWBT-OK, KS, AR, TX</u>	8
8.	MCA TRAFFIC -- <u>SBC-MO</u>	9
9.	TRANSIT TRAFFIC COMPENSATION	10
10.	OPTIONAL CALLING AREA TRANSIT TRAFFIC -- <u>SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX</u>	11
11.	INTRALATA 800 TRAFFIC	11
12.	MEET-POINT-BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION	11
13.	INTRALATA TOLL TRAFFIC COMPENSATION	13
14.	BILLING FOR MUTUAL COMPENSATION -- <u>SBC-SWBT</u>	13
15.	BILLING FOR MUTUAL COMPENSATION -- <u>SBC-AMERITECH, NEVADA, PACIFIC, SNET</u>	14
16.	RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS ...	15
17.	ADDITIONAL TERMS AND CONDITIONS.....	17

APPENDIX RECIPROCAL COMPENSATION**1. APPENDIX SCOPE OF TERM**

- 1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and TWTC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between **SBC-13STATE** and TWTC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Act.

2. ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between TWTC and SBC-13STATE will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating End Users.
- 3.2 For purposes of this Appendix, until such time that SBC-13STATE may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating End User of one Party and the terminating End User or ISP of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, 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.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 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.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating Third Party. If the original and true CPN is not received from the originating Third Party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls 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:
- 5.3 Tandem Serving Rate Elements:
- 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions 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.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of

use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and TWTC in the monthly billing cycle.

- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

- 6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

- 6.2 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating Party's Exchange Access intrastate and/or interstate tariffs.

- 6.3 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.

7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

- 7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. TWTC and **SWBT-OK**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- SBC-MO**

- 8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

- 8.3 If TWTC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SBC-MO.

9. TRANSIT TRAFFIC COMPENSATION

- 9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a Third Party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and Third Party networks that transits an SBC-13STATE network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SWBT-MO. The rates that SBC-13STATE shall charge for transiting TWTC traffic are outlined in Appendix Pricing.
- 9.2 The Parties agree to enter into their own agreement with Third Party Telecommunications Carriers prior to delivering traffic for transiting to the Third Party. In the event one Party originates traffic that transits the second Party's network to reach a Third Party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such Third Party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The TWTC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

- 9.5 TWTC will establish sufficient direct trunk groups between TWTC and a Third Party's network when TWTC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

- 10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to Third Party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11. INTRALATA 800 TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

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

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

- 12.3 Billing to Interexchange Carriers (IXCs) and ESPs 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 to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, TWTC is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, 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 protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When **SBC-13STATE** performs 800 database queries, SBC-13STATE will charge the end office provider for the database query in accordance with standard industry practices.
- 12.7 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.
- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's

bill date to the IXC and/or ESP. SBC-13STATE acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At TWTC's request, SBC-13STATE will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

12.9 SBC-13STATE and TWTC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll traffic, compensation for termination 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 where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an SBC-13STATE's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the SBC-13STATE's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature

of Local Calls and is required from the originating Party under the terms of this Appendix.

- 14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 14.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records for that same month's usage.
- 14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.8 Where TWTC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the **SBC-13STATE**'s option to invoke on a date specified by **SBC-13STATE** the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

- 16.2 SBC-13STATE agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the SBC-13STATE designates that the FCC's ISP terminating compensation plan shall begin in this state. TWTC agrees that on the date designated by SBC-13STATE, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 SBC-13STATE and TWTC agree to carry out the FCC terminating compensation plan on the date designated by SBC-13STATE without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 16.4 Should a regulatory agency, court or legislature change or nullify SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, TWTC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.
- 16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic

exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, TWTC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.
- 16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification;

remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no Third Party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between **SBC-13STATE** and TWTC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS..... 3

3. RESPONSIBILITIES OF THE PARTIES..... 5

4. BASIS OF COMPENSATION..... 6

5. LIABILITY 7

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

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

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, which are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE**, and means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Ohio, Texas and Wisconsin.

2. DEFINITIONS

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

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

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

3. RESPONSIBILITIES OF THE PARTIES

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

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

4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by TWTC in accordance with this agreement on a reciprocal, no-charge basis. TWTC agrees to provide any and all Summary Usage Records (SURs) required by **SBC-13STATE** on a

reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. **LIABILITY**

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

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT I SERVICES

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

EXPLANATION OF SERVICE OPTIONS

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

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

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

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for TWTC. 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 TWTC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for TWTC. 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 TWTC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

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

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 12: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 13: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 14: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

Option 15: Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

MESSAGE PROVISIONING

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

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

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

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

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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

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

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

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

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DESCRIPTION AND CHARGES FOR SERVICES 4

3. TERMS AND CONDITIONS OF SERVICE 5

4. ANCILLARY SERVICES..... 12

5. OS/DA RATE/REFERENCE INFORMATION..... 16

6. USE OF SBC BRAND 20

7. RESPONSIBILITIES OF SBC-13STATE 20

8. RESPONSIBILITIES OF TWTC 23

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 26

APPENDIX RESALE**1. INTRODUCTION**

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

- 1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which SBC agrees to provide TWTC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, TWTC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
 - 2.1.1 This section applies only to **SWBT-KS**:
 - 2.1.1.1 TWTC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from TWTC negotiating an interconnection agreement with SWBT.
- 2.2 **SBC-13STATE** will offer products and services to TWTC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **SBC-13STATE** to TWTC for resale on terms and conditions that are reasonable and nondiscriminatory.

- 2.4 Grandfathered services are available per appropriate state specific tariff to TWTC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by TWTC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 TWTC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), TWTC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to **SWBT-TX**:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 TWTC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 **SBC-13STATE** - TWTC 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 TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User has obtained proper certification and complies

with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **SBC-13STATE** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **SBC-13STATE** retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an **SBC-13STATE** company, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-13STATE** tariff for any "special needs service" it resells to any End User beginning on the date that TWTC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-13STATE** retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an **SBC-13STATE** company, or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable **SBC-13STATE** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN**

3.4.2.1 TWTC may only resell **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** low income assistance services, e.g. LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and

regulations as established by the appropriate Commission and the state specific **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** tariffs.

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

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

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

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

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

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

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the “Resale” category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to NEVADA and SWBT-MO:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to TWTC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to TWTC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **PACIFIC**, **SBC-AMERITECH**, **SNET**, and **SWBT-AR**

3.5.3.1 Promotions of ninety (90) days or less are not available to TWTC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to TWTC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to **SWBT-KS**, **SWBT-TX**, and **SWBT-OK**:

3.5.4.1 Promotions on Telecommunications Services are available to TWTC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 TWTC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).

3.7 TWTC 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 TWTC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to TWTC under this Appendix for resale.

- 3.9 To the extent allowable by law, TWTC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to TWTC for resale. TWTC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. TWTC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to TWTC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to TWTC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When TWTC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. TWTC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

- 3.12 If TWTC is in violation of any provision of this Appendix, **SBC-13STATE** will notify TWTC of the violation in writing. Such notice shall refer to the specific provision being violated. TWTC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill TWTC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to TWTC or any Third Party but for the stated violation and (ii) the actual revenues TWTC billed its End User(s) in connection with the stated violation, whichever is greater. Should TWTC dispute the stated violation, TWTC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by TWTC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to TWTC for its own use or for the use of any of TWTC's affiliates and/or subsidiaries or the use of TWTC's parent or any affiliate and/or subsidiary of TWTC's parent company, if any.
- 3.14 This section applies only to **SWBT-KS, SWBT-TX and SWBT-MO**:
- 3.14.1 TWTC may convert current **SWBT-KS, SWBT-TX and SWBT-MO** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas.
- 3.14.2 **SWBT-KS, SWBT-TX and SWBT-MO** and any other reseller of **SWBT-KS, SWBT-TX or SWBT-MO** local service may convert current TWTC End User(s) that have existing CSP Contracts for services offered within the State of Kansas, Texas or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, TWTC and **SWBT-KS, SWBT-TX or SWBT-MO** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of TWTC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 TWTC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS,**

SWBT-TX, or **SWBT-MO** or resold End User CSP Contract at the time of conversion. TWTC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas. TWTC may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas.

3.14.4.2 **SWBT-MO** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 TWTC shall not charge TWTC's End User termination liability when an existing CSP contract between TWTC and its End User is converted to **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** or any other local service provider reselling **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** local service.

3.14.4.4 If another reseller of **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** local service converts a current TWTC End User(s) that has an existing CSP Contract, it is TWTC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. TWTC agrees that **SWBT-KS**, **SBC-TX**, or **SWBT-MO** has no responsibilities in such a situation, and TWTC further agrees that it will not make any Claim against **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** in connection with any conversion by another reseller of **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** local service of any TWTC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SWBT-KS**, **SWBT-TX**, and **SWBT-MO** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SWBT-KS**, **SWBT-TX**, and **SWBT-MO** will not charge its retail End User termination liability when an existing CSP contract is converted to TWTC for resale.

3.14.5.2 **SWBT-KS**, **SWBT-TX**, or **SWBT-MO** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between TWTC and its End User at the time that TWTC's End User is converted to **SWBT-KS**, **SWBT-TX**, or **SWBT-MO**.

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

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

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

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

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

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

3.15.2.4 **AM-IN** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket.

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

3.15.3 If TWTC elects to terminate a **SBC-AMERITECH** retail contract which TWTC had previously assumed, TWTC will be assessed the applicable termination charges remaining unless TWTC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount TWTC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 Where available, **SBC-13STATE** will afford TWTC's End Users the ability to make 911 calls. TWTC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, TWTC shall provide **SBC-13STATE** with accurate and complete information regarding TWTC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any TWTC End User assert any claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to

the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

- 4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all TWTC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by TWTC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 TWTC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or TWTC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in TWTC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. TWTC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against TWTC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in TWTC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the TWTC, in which event the TWTC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

- 4.5 Each TWTC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.
- 4.6 For White Page directories and/or White Page directories that are co-bound with Yellow Pages, TWTC may provide to **SBC-13STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event **SBC-13STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by TWTC.
- 4.6.1 If TWTC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.7 **SBC-8STATE** will provide TWTC with 1/8th page in each directory (where TWTC has or plans to have local telephone exchange customers) for TWTC to include TWTC 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, TWTC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of TWTC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.8 At its request, TWTC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the TWTC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.9 Subject to any blocking that may be ordered by TWTC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide TWTC's End Users access to **SBC-13STATE** Directory Assistance services. TWTC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by TWTC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

- 4.10 Subject to any blocking that may be ordered by TWTC for its End Users, **SBC-13STATE** will provide access to Operator Services (“OS”) to TWTC’s End Users to the same extent it provides OS to its own End Users. TWTC shall pay the charges associated with the utilization of OS by TWTC’s End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 **SBC-13STATE** shall also offer TWTC the opportunity to customize route its End Users’ OS/DA calls where technically feasible. TWTC must have dedicated transport at each End Office where customized routing is requested. TWTC agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.
- 4.12 OS/DA Branding
- 4.12.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in TWTC’s name as outlined below:
- 4.12.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
- 4.12.1.2 Disclose immediately to the consumer, upon request, a quote of its rates and charges for the call; and
- 4.12.1.3 Where **SBC-13STATE** provides TWTC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC-13STATE**’s DA and OS utilize the same trunk group, TWTC will receive the same brand for both DA and OS.
- 4.12.2 Call Branding
- 4.12.2.1 **SBC-13STATE** will brand OS/DA in TWTC’s name based upon the information provided by TWTC and as outlined below:
- 4.12.2.2 **SBC-13STATE** – TWTC will provide written specifications of its company name to be used by **SBC-13STATE** to create TWTC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.12.2.3 TWTC name used in branding calls may be subject to Commission regulations and should match the name in which TWTC is doing business.

4.13 Branding Load Charges:

4.13.1 **SBC-SWBT** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of TWTC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

4.13.1.1 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of TWTC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.13.1.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of TWTC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.13.1.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of TWTC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

5.1 When an **SBC-12STATE** Operator receives a rate request from a TWTC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by TWTC.

5.2 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a TWTC End User, **SNET** will quote the surcharge rate only.

- 5.3 TWTC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). TWTC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.4 TWTC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. TWTC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TWTC's OS Reference or Rater information.
- 5.6 Payphone Services
- 5.6.1 TWTC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by TWTC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of TWTCs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of TWTC by paying the Payphone Compensation to TWTC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to TWTC only for:

- 5.6.3.1 IntraLATA subscriber 800 calls for which SBC-13STATE provides the 800 service to the subscriber and carries the call; and
- 5.6.3.2 IntraLATA calls placed using SBC-13STATE's prepaid calling card platform and carried by SBC-13STATE.
- 5.6.4 SBC-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 SBC-13STATE will pay TWTC the Payphone Compensation due to TWTC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if SBC-13STATE deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 SBC-13STATE will make payment of any Payphone Compensation due to TWTC under this Appendix by crediting TWTC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. SBC-13STATE will not automatically issue a check to TWTC if the credit for Payphone Compensation exceeds the balance due to SBC-13STATE on the bill.
- 5.6.7 Nothing in this Appendix entitles TWTC to receive or obligates SBC-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 TWTC represents and warrants that the only SBC-13STATE services that TWTC will make available to PSPs as Payphone Lines are the payphone services that SBC-13STATE offers pursuant to the appropriate payphone section(s) of SBC-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
- 5.6.9 Except as provided otherwise in this Section 5.6, TWTC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the TWTC's customer for that Payphone Line. TWTC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If SBC-13STATE pays any Payphone Compensation to TWTC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then TWTC shall pay the entire amount of such Payphone Compensation to the PSP that is TWTC's customer for that Payphone Line within ten

(10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 TWTC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of TWTC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by TWTC.

5.7 Suspension of Service

5.7.1 TWTC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer TWTC local service provider initiated suspension service for TWTC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 TWTC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should TWTC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, TWTC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should TWTC suspend service for one of its End Users and subsequently issue a restoral order, TWTC shall be charged the

state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, TWTC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall TWTC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to TWTC's customers.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow TWTC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to TWTC. However, TWTC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement TWTC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

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

7.3 TWTC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. TWTC will be assigned customer contact center(s) when initial service agreements are made. TWTC End Users calling **SBC-13STATE** will be referred to TWTC at the number provided by TWTC. Nothing herein shall be interpreted to authorize TWTC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

- 7.4 **SBC-13STATE** will provide TWTC with detailed billing information necessary for TWTC to issue bill(s) to its End User(s). TWTC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should TWTC elect to subscribe to the DUF, TWTC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify TWTC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to TWTC for resale shall advise TWTC of the category in which such new service shall be placed, and the same discount already applicable to TWTC in that category shall apply to the new service.
- 7.6 TWTC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify TWTC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of TWTC's End Users (whether that End User is the victim or the suspect) will be coordinated through TWTC.
- 7.6.1 TWTC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be TWTC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

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

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service (“TARS”) is a service that monitors traffic patterns associated with TWTC’s resold lines. On no less than thirty (30) calendar days written notice, TWTC may order **PACIFIC**’s TARS. In providing TARS to TWTC, **PACIFIC** notifies TWTC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to TWTC information on all 1+ alerts. TWTC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of TWTC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to TWTC a non-exclusive right to use the information provided by **PACIFIC**. TWTC will not permit anyone but its duly authorized employees or agents to inspect or use this information. TWTC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

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

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

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

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

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

8. RESPONSIBILITIES OF TWTC

8.1 Prior to submitting an order under this Appendix, TWTC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or TWTC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance

that proper End User authorization has been obtained. TWTC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.

8.2.1.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of TWTC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge TWTC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from TWTC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, TWTC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of TWTC's order coincident with or following processing TWTC's order. It shall then be the responsibility of the former local service provider of record and TWTC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom TWTC is the current local service provider of record, and if TWTC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify TWTC of such order coincident with or following processing such order. It shall be the responsibility of TWTC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, TWTC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the

following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected TWTC’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. TWTC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” TWTC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**’s sole discretion, so long as **SBC-13STATE** provides TWTC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to TWTC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. TWTC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 8.6 TWTC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at TWTC’s location and its End Users’ service locations; provided, however, TWTC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to TWTC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.
- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by TWTC. All applicable rates and charges for services provided to TWTC under this Appendix will be billed directly to TWTC and shall be the responsibility of TWTC; provided, however, that TWTC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.7.1 Charges billed to TWTC for all services provided under this Appendix shall be paid by TWTC regardless of TWTC’s ability or inability to collect from its End Users for such services.
- 8.8 If TWTC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any

applicable charges. It is the responsibility of TWTC to order the appropriate toll restriction or blocking on lines resold to End Users. TWTC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. TWTC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

- 8.9 TWTC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 TWTC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that TWTC's End Users may use to contact TWTC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that TWTC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call TWTC and may provide TWTC's contact number.
- 8.11 TWTC acknowledges and agrees that, in the event TWTC makes any "TWTC Change" as that term is defined in Section 4.9 of the General Terms and Conditions of the Agreement to which this Appendix is attached, TWTC shall comply with the provisions set forth in Section 4.9 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 TWTC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on TWTC's best estimates and will include all resale products TWTC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX FOR ACCESS
TO SBC COMMUNICATION INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

TABLE OF CONTENTS

1. INTRODUCTION	4
2. DEFINITIONS	4
3. SCOPE OF APPENDIX.....	6
4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION.....	7
5. GENERAL PROVISIONS.....	8
6. DISCLAIMER OF WARRANTIES	9
7. DISPUTE RESOLUTION	10
8. INDEMNIFICATION	10
9. LIABILITIES AND LIMITATIONS OF LIABILITY	14
10. INSURANCE.....	15
11. ASSIGNMENT OF RIGHTS	16
12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES	18
13. FAILURE TO ENFORCE	19
14. CONFIDENTIALITY OF INFORMATION.....	19
15. ACCESS TO RIGHTS-OF-WAY	21
16. SPECIFICATIONS	22
17. ACCESS TO RECORDS	24
18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS.....	24
19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS	25
20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)...	26
21. CONSTRUCTION OF ATTACHING PARTY’S FACILITIES	28

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY’S FACILITIES	28
23. MODIFICATION OF ATTACHING PARTY’S FACILITIES	29
24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY’S FACILITIES	29
25. EMERGENCY REPAIRS AND POLE REPLACEMENTS.....	30
26. INSPECTION BY SBC OF ATTACHING PARTY’S FACILITIES.....	32
27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS	33
28. REMOVAL OF ATTACHING PARTY’S FACILITIES.....	34
29. RATES, FEES, CHARGES, AND BILLING.....	36
30. PERFORMANCE AND PAYMENT BONDS	36
31. NOTICES	37
32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	38

APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.
- 1.4 As used herein, **PACIFIC** means the ILEC doing business in California.

2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.2 to 2.14 except as the context otherwise requires.
- 2.2 **Conduit.** The term “conduit” refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.3 **Conduit system.** The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office

vaults, controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit.

- 2.4 Duct. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of SBC-13STATE's conduit system and does not refer to handholes which provide access to buried cables not housed within SBC-13STATE ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 Occupancy Permit. The term “occupancy permit” refers to a written instrument confirming that SBC-13STATE has granted the structure access request of Attaching Party or a Third Party for access to pole, duct, conduit, or right-of-way space.
- 2.7 Maintenance Duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an SBC-13STATE manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SBC-13STATE's conduit system. As used in this Appendix, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 Other User. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an SBC-13STATE pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include SBC-13STATE, other attaching Parties, municipalities or other governmental entities, and electric utilities

(which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).

- 2.11 **Overlashing**. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole**. The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 **Rights-of-way**. The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
 - 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a Third Party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.
- 2.14 **Structure**. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:
 - 3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to

provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by SBC-13STATE; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by SBC-13STATE from Third-Party property owners for purposes other than to house cables and other equipment in active service as part of SBC-13STATE's network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on SBC-13STATE's Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect SBC-13STATE's right to abandon, convey, or transfer to any other person or entity SBC-13STATE's interest in any of SBC-13STATE'S Structure. SBC-13STATE shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

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

4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the Parties, the date of approval by the Commission of the Interconnection Agreement, whichever date first occurs.

4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an interconnection agreement, this Appendix shall terminate upon the termination of the interconnection agreement of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the interconnection agreement renews, if a part of the interconnection agreement.

4.4 Elective Termination. Either Party may terminate this Appendix by giving the other Party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier

than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

- 4.5 Elective Termination by SBC-13STATE. Attaching Party shall, within 60 days after the effective date of the elective termination by SBC-13STATE, either initiate negotiations for continued access to SBC-13STATE's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.
- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to SBC-13STATE under this Appendix, less costs associated with the Attaching Party's termination. Elective termination of this Appendix by SBC-13STATE shall not affect SBC-13STATE's obligations to afford access to SBC-13STATE's poles, ducts, conduits, and rights-of-way owned or controlled by SBC-13STATE as required by the Pole Attachment Act, the Act, and other applicable laws, regulations, and Commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection agreement, if any, of which this Appendix is a part, and the Guidelines for Access as referenced in the SBC CLEC Handbook to SBC-13STATE Structure Access, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the Parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both Parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Appendix, any obligations of either Party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither Party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either Party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the state in which the poles are located and applied without regard to the provisions of such state's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The Parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The Parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.

6. **DISCLAIMER OF WARRANTIES**

- 6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES,

DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF SBC-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an interconnection agreement between the Parties, the dispute resolution provisions of the interconnection agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither Party (as an "indemnifying Party") shall be required to indemnify or defend the other Party (as an "indemnified Party") against, or hold the indemnified Party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified Party of any provision of this Appendix or any breach by the indemnified Party of the parties' interconnection agreement, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified Party or other person acting on the indemnified Party's behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified Party or by any other person acting on the indemnified Party's behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified Party or other person acting on the indemnified Party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying Party (or other person acting on the

indemnifying Party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of ~~SBC-13STATE~~'s Structure.

- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified Party by any employee, contractor, or subcontractor of the indemnifying Party or by any other person acting on the indemnifying Party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified Party by any vendor, supplier, or customer of the indemnifying Party.
- 8.7 Injuries to Third Parties and Third Party Property Owners Resulting from the Parties' Conduct. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with the personal injury or death of any Third Party or physical damage to real or personal property owned by a Third Party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying Party or other persons acting on the indemnifying Party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

- 8.8.2 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying Party, or by any person acting on the indemnifying Party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.3 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying Party or by any person acting on the indemnifying Party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying Party or persons acting on the indemnifying Party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from any Claims for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 **Miscellaneous Claims.** Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or
- 8.9.2 claims based on the violation by Attaching Party of any Third Party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 **Attaching Party's General Indemnity Obligations to SBC-13STATE.** This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against

SBC-13STATE pursuant to this Appendix or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

- 8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.3 or in instances of **SBC-13STATE's** negligence or intentional misconduct, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE's** poles or placed in **SBC-13STATE's** Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any Third-Party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE's** behalf. In no event shall either Party be liable to the other under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on either Party's behalf, cable cuts by persons other than either Party's employees or persons acting on either Party's behalf, or other causes beyond either Party's control which occur at sites subject to this Appendix.
- 9.3 Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage

and hereby agrees to reimburse the other Party, and/or Other Users for any property damaged caused by the Party or persons acting on the Party's behalf.

- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to SBC-13STATE poles, or is occupying SBC-13STATE conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name SBC-13STATE as an Additional Insured as its interest may appear in this Agreement on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 SBC-13STATE agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to SBC-13STATE its Certificate of Authority to Self-Insure its Workers'

Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and

- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither Party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
 - 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
 - 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a Third Party will be allowed under the following conditions:
 - 11.1.2.1 The Overlapping entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
 - 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
 - 11.1.2.3 The Overlapping Party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.

- 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without SBC-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a Third Party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party, Attaching Party's lender or the Third Party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to SBC-13STATE that such lender or Third Party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such Third Party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such Third Party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to SBC-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or Third Party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured SBC-13STATE's prior written consent to the assignment or transfer, if necessary, and given SBC-13STATE notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by SBC-13STATE in writing, no assignment permitted by SBC-13STATE under this Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix or the Interconnection Agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SBC-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Appendix and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Appendix.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any Third Party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow Third Party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.
- 12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES**
- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in the applicable State, ceases to have authority to provide or ceases to provide cable television services in the applicable State (if Attaching Party is cable television system having access to SBC-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in the applicable State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in the applicable State), or ceases to make active use of SBC-13STATE's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or Third Party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to SBC-13STATE's Structure shall not materially interfere

with or impair service over any facilities of SBC-13STATE or any Other User, cause material damage to SBC-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of SBC-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SBC-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC-13STATE may limit, terminate or refuse access if Attaching Party violates this provision.

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

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

12.5.1 the breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either Party may terminate this Appendix in the event of a material breach by the other Party or exercise any other legal or equitable right which such Party may have to enforce the provisions of this Appendix. In any action based on an alleged breach of this Appendix, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Appendix, to give notice of any breach, or to terminate this Appendix or any occupancy permit or authorization subject to this Appendix shall not constitute a waiver or relinquishment of any term or condition of this Appendix, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Appendix.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to SBC-13STATE in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be

“confidential” or “proprietary” information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party’s review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party’s request for or review of records or its inquiry about SBC-13STATE facilities. This article does not limit the use by SBC-13STATE of aggregate information relating to the occupancy and use of SBC-13STATE’s Structure by firms other than SBC-13STATE (that is, information submitted by Attaching Party and aggregated by SBC-13STATE in a manner that does not directly or indirectly identify Attaching Party).

- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to SBC-13STATE in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party’s Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, SBC-13STATE and persons acting on SBC-13STATE’s behalf may utilize Attaching Party’s confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to SBC-13STATE’s outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC-13STATE’s Structure and any SBC-13STATE facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing SBC-13STATE’s obligations under this Appendix and similar agreements with Third Parties;
 - 14.3.4 determining which of SBC-13STATE’s Structure are (or may in the future be) available for SBC-13STATE’s own use, and making planning, engineering, construction, and budgeting decisions relating to SBC-13STATE’s Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining SBC-13STATE’s financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between SBC-13STATE and any person or entity, including Attaching Party, concerning SBC-13STATE's performance of this Appendix, satisfaction of obligations under similar agreements with Third Parties, compliance with the Pole Attachment Act, compliance with the Act, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC-13STATE may utilize confidential or proprietary information submitted in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:

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

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this Section shall be construed as precluding SBC-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:

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

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any right-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-

13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by SBC-13STATE. SBC-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property owned by Third Parties which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive rights-of-way. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of Third Party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where SBC-13STATE has access to Third Party property pursuant to non-exclusive rights-of-way, SBC-13STATE shall not interfere with Attaching Party's negotiations with Third Party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where SBC-13STATE has obtained exclusive rights-of-way from Third Party property owners or otherwise controls the right-of-way, SBC-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits SBC-13STATE to provide such access, and provided further that SBC-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by SBC-13STATE to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by SBC-13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

- 16.1.1 **SBC-PACIFIC ONLY**- In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
- 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
- 16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
- 16.2.5 the **SBC-13STATE** Structure Access Guidelines in the SBC CLEC Handbook.
- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.
- 16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the Parties. Notwithstanding the foregoing, no notice shall be required in emergency situations. However, in the event of an emergency, notice and a general description of the opening or access to these facilities shall be provided **SBC-13STATE** within 5 days of such emergency event.
- 16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system at no additional cost to Attaching Party unless otherwise agreed to by the Parties. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.
- 16.3.3 Each Party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

- 17.1 SBC-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's Structure. Upon request, SBC-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records.
- 17.2 Maps, records or information are and remain the proprietary property of SBC-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to SBC-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 SBC-13STATE will provide information currently available on the SBC-13STATE's maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on SBC-13STATE's maps;
 - 17.3.2 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;
 - 17.3.3 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;
 - 17.3.4 the footage between poles, if shown on SBC-13STATE's maps;
 - 17.3.5 the total capacity of the Structure
 - 17.3.6 the existing utilization of the Structure.
- 17.4 SBC-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by SBC-13STATE.
- 17.5 SBC-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified SBC-13STATE poles or placing facilities within specified SBC-13STATE ducts, conduits, or rights-of-way.

- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to SBC-13STATE the appropriate SBC-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific SBC-13STATE Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by SBC-13STATE or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable SBC-13STATE to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to SBC-13STATE structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. SBC-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on SBC-13STATE's poles or in SBC-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by SBC-13STATE, Attaching Party, and other Parties entitled to access under applicable law.
- 19.2 Pole, Duct, and Conduit Space Assignments.
- 19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by SBC-13STATE, the pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
- 19.2.2 **PACIFIC**: The pole, duct, and conduit space selected and/or approved by SBC-13STATE in such application will be assigned to Attaching Party for a

pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third Parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC-13STATE's Structure, and
 - 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
- 20.3.1 submit payment for the estimate authorizing SBC-13STATE or its contractor to complete the make-ready work; or
 - 20.3.2 advise SBC-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with SBC-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by SBC-13STATE or SBC-13STATE's contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of SBC-13STATE's Structures or interferes with any existing use of SBC-13STATE's facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to SBC-13STATE's poles or occupying space in SBC-13STATE's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in SBC-13STATE's poles, ducts, conduits and rights-of-ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC-13STATE for the use of such additional capacity. If SBC-13STATE utilizes additional space or capacity created at Attaching Party's expense, SBC-13STATE will reimburse Attaching Party on a pro-rata basis for SBC-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC-13STATE will notify the Attaching Party if any entity, including SBC-

13STATE, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

- 20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.
- ***PACIFIC** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Appendix authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing

substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this Appendix.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the Parties in accordance with then Applicable Law.

- 24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

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

25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

- 25.2 **Designation of Emergency Repair Coordinators and Other Information.** For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected Parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected Parties present in accordance with the following principles.

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

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

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

25.4 Emergency Pole Replacements.

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

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

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-**

13STATE (or any Other User sharing the pole with SBC-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this Appendix.

25.5.1 Each Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.

25.5.2 Attaching Party shall reimburse SBC-13STATE for the costs incurred by SBC-13STATE for work performed by SBC-13STATE on Attaching Party's behalf in accordance with the provisions of this Appendix.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. SBC-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to SBC-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. SBC-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany SBC-13STATE on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. SBC-13STATE shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to SBC-13STATE's Structure. These inspections will not be made more often than once every 2 years unless in SBC-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, SBC-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification

work to SBC-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to SBC-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in SBC-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. SBC-13STATE may, upon notice to any person or entity, remove from SBC-13STATE's poles or any part of SBC-13STATE's conduit system the Attaching Party's facilities, if SBC-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on SBC-13STATE's poles or in SBC-13STATE's conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to SBC-13STATE's poles or anchors or within any part of SBC-13STATE's conduit system, SBC-13STATE, without prejudice to other rights or remedies available to SBC-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.4 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.3 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to SBC-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.6 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SBC-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable

SBC-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

- 27.7 **Removal of Unauthorized Attachments.** If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 **No Ratification of Unpermitted Attachments or Unauthorized Use of **SBC-13STATE**'s Facilities.** No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.

- 28.1.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide satisfactory proof to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.5 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse

SBC-13STATE for SBC-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix. SBC-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. If SBC-13STATE is required to carry a bond, due to work to be performed by TWTC under this Appendix, SBC-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SBC-13STATE 60 days written notice.
- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching

Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

31. NOTICES

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

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

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

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

If to Attaching Party:

Name: Tina Davis
Title: VP & Deputy General Counsel
Firm: Time Warner Telecom
Address: 10475 Park Meadows Drive
City/State/Zip: Littleton, CO 80124

With CC:

Name: Kristie Flippo
Title: Regulatory VP Southwest Region
Firm: Time Warner Telecom
Address: 15303 Dallas Parkway, Suite 610
City/State/Zip: Addison, TX 75001

If to SBC:

Name: Contract Administration
Title: Notices Manager
Firm: SBC Communications, Inc.
Address: 311 S. Akard, 9th Floor

City/State/Zip: Dallas, TX 75202-5398

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

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX UNE

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. TERMS AND CONDITIONS	4
3. ACCESS TO UNE CONNECTION METHODS.....	8
4. ADJACENT LOCATION	11
5. BONA FIDE REQUEST.....	12
6. NETWORK INTERFACE DEVICE	18
7. LOCAL LOOP	19
8. SUB-LOOP ELEMENTS	21
9. ENGINEERING CONTROLLED SPLICE (ECS).....	30
10. PACKET SWITCHING	32
11. LOCAL SWITCHING.....	33
12. SHARED TRANSPORT	37
13. INTEROFFICE TRANSPORT	43
14. DARK FIBER.....	46
15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE.....	51
16. SIGNALING NETWORKS AND CALL-RELATED DATABASES.....	51
17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS	51
18. CROSS CONNECTS	51
19. RECONFIGURATION	56
20. RESERVATION OF RIGHTS	57
21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	57

APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish TWTC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SBC-13STATE. TWTC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which SBC-13STATE agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.5 SBC-13STATE has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.
- 1.6 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.8 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and TWTC may agree to connect TWTC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by TWTC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide TWTC nondiscriminatory access to UNEs (Act, Section 251(c)(3), and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
 - 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.3 In a manner that allows TWTC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
 - 2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from

- access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable TWTC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair TWTC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows TWTC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **SBC-13STATE** will permit TWTC exclusive use of an unbundled network facility for a period of time, and when TWTC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Appendix.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to TWTC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 **SBC-13STATE** will not connect to or combine UNEs with any non-251 (c)(3) or other **SBC-13STATE** service offerings with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

- 2.9.1 Access to UNEs is provided under this Appendix over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, TWTC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by TWTC through the use of those UNEs.
- 2.9.3 Where UNEs provided to TWTC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. TWTC agrees to relinquish control of any such UNE concurrent with the disconnection of TWTC's End User's service.
- 2.9.4 TWTC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** 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.
- 2.9.5 TWTC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if TWTC violates this provision, provided that such termination of service will be limited to TWTC's use of the UNE(s) causing the violation.
- 2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by TWTC's facility based service using any **SBC-13STATE** provided UNE(s), TWTC shall issue appropriate service requests, to both disconnect the existing service and connect new service to TWTC's End User. These requests will be processed by **SBC-13STATE**, and TWTC

will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and TWTC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

- 2.9.7 TWTC shall connect equipment and facilities that are compatible with the SBC-13STATE Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Appendix.
- 2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

- 2.10.1 Each UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.
- 2.10.2 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 which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.
- 2.10.3 SBC-13STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, TWTC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-13STATE places on itself for orders from its End Users.
- 2.10.4 TWTC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required

because of changes in facilities, operations, or procedure of SBC-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which SBC-13STATE agrees to provide TWTC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-13STATE makes these methods available. These methods provide TWTC access to multiple SBC-13STATE UNEs which TWTC may then combine. The methods listed below provide TWTC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, TWTC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-13STATE Central Office.

3.1.1.1 (Method 1)

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

3.1.1.2 (Method 2)

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

3.1.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to TWTC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.2 The following terms and conditions apply to all methods when SBC-13STATE provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying TWTC 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 UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs 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-13STATE** Central Office space and equipment.
- 3.2.3 TWTC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
- 3.2.4 TWTC may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.
- 3.2.5 TWTC shall be responsible for initial testing and trouble sectionalization of facilities containing TWTC installed cross connects.
- 3.2.6 TWTC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, TWTC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.8 TWTC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.9 All tools, procedures, and equipment used by TWTC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 TWTC shall be responsible for TWTC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests TWTC to discontinue furnishing any person provided by TWTC for performing work on **SBC-13STATE**'s premises, TWTC shall immediately comply with such request. Such person shall

leave SBC-13STATE's premises promptly, and TWTC shall not furnish such person again to perform work on SBC-13STATE's premises without SBC-13STATE's consent.

- 3.2.11 TWTC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to SBC-13STATE premises and/or facilities. SBC-13STATE identification cards will be issued for any TWTC employees who are designated by TWTC as meeting the necessary requirements for access. Entry to SBC-13STATE premises will be granted only to TWTC employees with such identification.
- 3.2.12 TWTC shall designate each Unbundled Network Element being ordered from SBC-13STATE. TWTC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 SBC-13STATE will provide TWTC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.
- 3.2.14 TWTC shall provide its own administrative Telecommunication Service at each facility and all materials needed by TWTC at the work site. The use of cellular telephones is not permitted in SBC-13STATE equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
 - 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).
 - 3.2.15.2 SBC-13STATE will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE will ensure that the first CLEC obtaining Access to UNEs in an SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.
 - 3.2.15.3 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

4.* ADJACENT LOCATION

- 4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.
- 4.2 The Adjacent Location Method allows TWTC to access loops, switch ports, and dedicated transport for TWTC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to adjacent location, via copper cabling provided by TWTC, which TWTC can then utilize to provide Telecommunications Service.
- 4.3 This method requires TWTC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. TWTC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4 TWTC will obtain all necessary rights-of-way, easements, and other third party permissions.
- 4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:
- 4.5.1 TWTC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6 The installation interval applies on an individual application basis. TWTC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7 TWTC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where TWTC requests connection.
- 4.8 TWTC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9 TWTC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.10 TWTC's employees, agents and contractors will be permitted to have access to TWTC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). TWTC is only able to enter the entrance manhole to splice under a duct lease agreement. If TWTC leases ducts to get to the Central Office then TWTC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11 In order for **PACIFIC** to identify the entrance manhole for TWTC, TWTC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, TWTC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12 TWTC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 4.13 TWTC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in TWTC's facility.
- 4.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of TWTC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for TWTC growth or a diverse path.
- 4.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, TWTC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.
- 4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. **BONA FIDE REQUEST**

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **SBC-SWBT**, **SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **PACIFIC** Territory. If TWTC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this

Appendix, a “Business Day” means Monday through Friday, excluding Holidays observed by SBC-13STATE.

5.2 ITEM I

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

- 5.2.1 A Bona Fide Request (“BFR”) is the process by which TWTC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide TWTC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Appendix or defined in a generic appendix at the time of TWTC’s request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application TWTC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 TWTC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, TWTC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA’s preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge TWTC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case TWTC shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the

preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

- 5.2.5 If TWTC submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000 deposit to TWTC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of TWTC, either be refunded or credited toward additional developmental costs authorized by TWTC.
- 5.2.6 Upon written notice, TWTC may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by TWTC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the TWTC, either returned to TWTC or credited toward additional developmental costs authorized by TWTC.
- 5.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise TWTC of the need for any further information needed to process the Request. TWTC acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to TWTC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to TWTC or (ii) advise TWTC that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-

AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.

- 5.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, TWTC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. TWTC’s written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of TWTC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and TWTC will pay to, SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by TWTC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require TWTC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to TWTC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, TWTC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. TWTC shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by TWTC).
- 5.2.12 Unless TWTC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief

pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Appendix.

5.3* **Item II**

SNET Bona Fide Request Process

- 5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:
- 5.3.2 Section 5.2.1 is amended to add the following: TWTC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, TWTC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
- 5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
- 5.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to TWTC but before TWTC's request for the BFR Quote. Cancellation charges will apply after TWTC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to TWTC. TWTC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

time **SNET** receives the written notice of cancellation from TWTC. However, if **SNET** receives notification from TWTC for cancellation of the BFR after receipt by TWTC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).

- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise TWTC of the need for any further information needed to process the Request. TWTC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.
- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 5.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

5.4* **Item III**

Pacific Bona Fide Request Process

- 5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions: Section 5.2.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which TWTC may request **PACIFIC** to provide TWTC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a "Request"), that is required to be provided by **PACIFIC** under the Act but

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

is not available under this Appendix or defined in a generic appendix at the time of TWTC's request.

- 5.4.2 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 5.4.3 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to TWTC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. TWTC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 5.4.4 If the BFR is denied, **PACIFIC** will notify TWTC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.5 If **PACIFIC** refers TWTC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for TWTC to submit the application for the alternate process.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance

* Section 5.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. TWTC access to the NID is offered as specified below (SBC-12STATE) or by tariff (SNET).

- 6.2 SBC-12STATE will permit TWTC to connect its local loop facilities to End Users' premises wiring through SBC-12STATE's NID, or at any other technically feasible point.
- 6.3 TWTC may connect to the End User's premises wiring through the SBC-12STATE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by TWTC will be performed by SBC-12STATE based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. SBC-12STATE, at the request of TWTC, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, TWTC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-12STATE's NID where necessary.
- 6.5 The SBC-12STATE NIDs that TWTC uses under this Appendix will be existing NIDs installed by SBC-12STATE to serve its End Users.
- 6.6 TWTC shall not attach to or disconnect SBC-12STATE's ground. TWTC shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. TWTC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such

loops are deployed in **SBC-13STATE** wire centers. TWTC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

- 7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):

7.2.1 **2-Wire Analog Loop**

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

7.2.1.2 If TWTC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop at no additional charge to TWTC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of TWTC's request, notify TWTC of the lack of available facilities.

7.2.2 **4-Wire Analog Loop**

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

7.2.3 **2-Wire Digital Loop**

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

7.2.4 **4-Wire Digital Loop**

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI).

The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the End User premises.

7.2.6 OC3 loop

7.2.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the **SBC-13STATE** central office to the End User premises. OC3 concatenated service is also available.

7.2.7 OC12 loop

7.2.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the **SBC-13STATE** central office to the End User premise. OC12 concatenated service is also available.

7.2.8 OC48 loop

7.2.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the **SBC-13STATE** central office to the End User premise. OC48 concatenated service is also available.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**’s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as Unbundled Network Elements as set forth in this Appendix. Other than as specifically set out elsewhere in this Appendix, **SNET** does not offer Subloop elements under this Appendix. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop Unbundled Network Element is defined as any portion of the loop from SBC-12STATE's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in SBC-12STATE's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

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

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

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

8.2.4 “Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an End User can be connected to the ILEC’s network. “Feeder cable” is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.

8.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.

8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an End User’s premise.

8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the

Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an End User’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

- 8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with End User capacity up to 144 Kbps.
- 8.4 Subloops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements or service.
- 8.5 Subloops are provided “as is” unless TWTC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.6 A subloop Unbundled Network Element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 8.8 TWTC may request access to the following twisted-pair copper subloop segments:
- | | |
|--|---|
| <p><u>FROM:</u></p> <ol style="list-style-type: none"> 1. Main Distributing Frame 2. Main Distributing Frame 3. Serving Area Interface or Feeder Distribution Interface 4. Serving Area Interface or Feeder Distribution Interface | <p><u>TO:</u></p> <p>Serving Area Interface or Feeder Distribution Interface Terminal</p> <p>Terminal</p> <p>Network Interface Device</p> |
|--|---|

5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

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

8.9 High Capacity Subloops:

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

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

8.9.2 TWTC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

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

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

8.12 Maintenance:

- 8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.
- 8.12.2 TWTC shall isolate trouble to the SBC Subloop portion of TWTC's service before reporting trouble to **SBC-12STATE**.
- 8.12.3 **SBC12-STATE** shall charge TWTC a Maintenance of Service Charge (MSC) when TWTC dispatches SBC on a trouble report and the fault is determined to be in TWTC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, TWTC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where TWTC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should TWTC cabling require replacement, **SBC-13STATE** will provide prompt notification to TWTC for TWTC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

- 8.13.1 Prior to ordering subloop facilities, TWTC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.
- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to TWTC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When TWTC submits a

request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 TWTC will be responsible for obtaining rights-of-way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Subloop Access Arrangement Application for SCA, TWTC should have the “Collocation” and “Structure Access” appendices in the Interconnection Agreement to provide the guidelines for both TWTC and **SBC-12STATE** to successfully implement subloops, should collocation, access to poles/conduits or rights-of-way be required.
- 8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of TWTC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until TWTC has provided proof that it has obtained necessary rights-of-way as defined in Section 9.3. In the event TWTC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Appendix, **SBC-12STATE** will proceed with construction of the SAA upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC 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.

- 8.13.10 Upon completion of the construction activity, TWTC will be allowed to test the installation with a SBC-12STATE technician. If TWTC desires test access to the SAA, TWTC should place its own test point in its cable prior to cable entry into SBC-12STATE's interconnection point.
- 8.13.11 A non-binding TWTC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than TWTC expects to use.
- 8.13.12 In order to maximize the availability of terminations for TWTC, TWTC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. TWTC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 8.13.13 Unused TWTC 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 TWTC expense.
- 8.13.14 In the event TWTC elects to discontinue use of an existing SAA, or abandons such arrangement, TWTC shall pay SBC-12STATE for removal of their facilities from the SAA.
- 8.14 Subloop Access Arrangement (SAA) Access Points:
- 8.14.1 SAI/FDI or Terminal
- 8.14.1.1 TWTC cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. TWTC's Aerial cables should be aircore.
- 8.14.1.2 TWTC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 TWTC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which SBC-12STATE will splice to TWTC cable at the meet point.

- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its choice, for which TWTC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing TWTC to terminate its cable at the SAI/FDI.
- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate TWTC facilities for which TWTC will be charged.
- 8.15 Relocation of Existing ILEC/TWTC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 **SBC-12STATE** shall notify TWTC of pending relocation as soon as SBC receives such notice.
- 8.15.2 TWTC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 **SBC-12STATE** shall then provide TWTC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with TWTC and **SBC-12STATE** engineer.
- 8.15.4 TWTC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 8.15.5 Upon acceptance of the **SBC-12STATE** estimate, TWTC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 8.15.6 Should TWTC decide not to continue the SAA, TWTC will notify SBC as to the date that **SBC-12STATE** may remove TWTC's facilities from that SAA. TWTC will pay **SBC-12STATE** for all costs associated with the removal of TWTC's SAA.
- 8.15.7 In the event that TWTC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move TWTC

facilities and submit a bill for payment to TWTC for the costs associated with the relocation. Should TWTC elect not pay this bill, then TWTC facilities will be removed from the site upon 30 days notice to TWTC.

8.16 RT (for DS3 Subloop):

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

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

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, SBC-13STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 TWTC, when requests such a SCA, TWTC shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC-13STATE will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC-13STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 TWTC 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-13STATE places more pairs at the splice.

9.2.3 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC-13STATE will construct the engineering

controlled splice, the ECS maybe owned by **SBC-13STATE** or the TWTC (depending on the specific arrangement) at the option of **SBC-13STATE**.

- 9.2.4 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.
- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by **SBC-13STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until TWTC has provided proof that it has obtained the necessary rights-of-way as defined in Section 9.3. In the event TWTC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Appendix, **SBC-13STATE** will proceed with construction of the ECS upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.3 TWTC will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).
 - 9.3.1 Dedicated Facility Option (DFO)
 - 9.3.1.1 TWTC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to TWTC’s SAA facility. This facility will be “dedicated” to TWTC for subsequent subloop orders.
 - 9.3.1.2 TWTC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 TWTC will compensate SBC-13STATE for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to TWTC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 TWTC may request SBC-13STATE build an ECS cross-connect junction on which to terminate TWTC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-13STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-13STATE cabling.

9.3.2.3 TWTC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 TWTC will compensate SBC-13STATE for the charges incurred by SBC-13STATE derived from TWTC's request for the SCA.

10. PACKET SWITCHING

10.1 SBC-13STATE will provide TWTC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 SBC-13STATE has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 SBC-13STATE has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 SBC-13STATE has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Appendix, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

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

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

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

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

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

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

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

11.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-12STATE** switch to direct all TWTC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-12STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-12STATE** and Section 18 of the Connecticut Service Tariff for **SNET**.

11.2.3 **SBC-12STATE** will allow TWTC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When TWTC purchases ULS in **SBC-12STATE**, TWTC will be required to designate the features and functions that are to be activated on each ULS port.

- 11.2.4 ULS as provided by SBC-12STATE includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 11.2.5 SBC-12STATE will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. TWTC agrees to respond to SBC-12STATE's notifications regarding network congestion.
- 11.2.6 SBC-12STATE will perform testing through ULS for TWTC in the same manner and frequency that it performs for its own customers for an equivalent service.
- 11.2.7 SBC-12STATE will repair and restore any SBC-12STATE equipment that may adversely impact ULS.
- 11.2.8 SBC-12STATE will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix Pricing.
- 11.2.9 SBC-12STATE will provide TWTC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that SBC-12STATE provides such blocking capabilities to its End Users and to the extent required by federal and/or state law.
- 11.2.10 At SBC-13STATE's discretion and upon not less than ninety (90) days' written notice to TWTC, SBC-13STATE may elect to discontinue providing ULS or to provide ULS at market prices to TWTC serving End Users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which SBC-13STATE can demonstrate that, as of the date on which TWTC receives notice (the "Exception Notice Date"), SBC-13STATE has satisfied each of the following conditions.
- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SBC-13STATE offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
 - b) In the Exception Territory where SBC-13STATE elects to offer the Enhanced Extended Loop (EEL) in accordance with the

UNE Remand Order, the EEL would be available to TWTC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price ULS under this Section for TWTC End Users involving four or more lines.

11.2.10.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, TWTC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to TWTC through pre-ordering process.

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

11.3 Customized Routing

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

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11.5 Switch Ports

11.5.1 In **SBC-12STATE**, a Switch Port is a termination point in the End Office Switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – **SBC-12STATE**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a TWTC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – **SBC-12STATE**

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **SBC-AMERITECH**.

11.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 SBC-12STATE provides access to unbundled shared transport only when purchased in conjunction with a ULS port that TWTC subscribes to for the purpose of delivering traffic from/to TWTC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in SBC-AMERITECH. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for SNET pursuant to the Connecticut Access Service Tariff.

12.1.2 SBC-AMERITECH provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).

12.1.3 ULS-ST permits TWTC to access the interoffice network of SBC-AMERITECH for the origination from and completion to the associated ULS port of End User local traffic to and from SBC-AMERITECH switches or Third-Party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the SBC-AMERITECH switch providing that

ULS port. SBC-AMERITECH will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All TWTC's local traffic between SBC-AMERITECH switches will use Shared Transport and all local TWTC's traffic to non-SBC-12STATE switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. SBC-12STATE reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Appendix.

12.1.6 SBC-12STATE's ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the SBC-STATE network.

12.1.7 In providing ULS-ST, SBC-12STATE will use the existing SBC-12STATE routing tables contained in SBC-12STATE switches, as SBC-12STATE may change those tables from time to time including after TWTC purchases ULS-ST.

12.1.8 SBC-12STATE will provide SS7 signaling on interswitch calls originating from an ULS port. TWTC will be charged for the use of the SBC-12STATE signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

12.2.1 TWTC can only mix ULS-ST and custom routing within a SBC-AMERITECH End Office Switch where TWTC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by SBC-AMERITECH's ULS-ST ports in that SBC-AMERITECH End Office Switch. If this custom routing for OS/DA is chosen in a given SBC-AMERITECH End Office Switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by TWTC.

12.2.2 TWTC must provide SBC-AMERITECH routing instructions necessary to establish such custom routing of OS/DA traffic in those End Offices where TWTC has End Users served via ULS-ST ports. TWTC will be charged by SBC-AMERITECH for the establishment of each custom route for OS or DA traffic in an End Office Switch.

12.2.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by TWTC.

12.2.4 TWTC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 TWTC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by TWTC purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between TWTC and **SBC-AMERITECH**.

12.3 **ULS-ST Usage-Sensitive Rating**

12.3.1 **SBC-12STATE** will charge TWTC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 **SBC-12STATE** will charge TWTC using **SBC-12STATE**'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-12STATE** End Office or to/from a non-**SBC-12STATE** End Office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

12.4 **Reciprocal Compensation associated with ULS-ST**

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Appendix regarding reciprocal compensation:

12.4.2 As to ULS-ST only, **SBC-AMERITECH** will charge TWTC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** End Office.

12.4.3 As to ULS-ST only, TWTC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** End Office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 TWTC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** End Office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

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

12.6.2.1 TWTC will be charged ULS-O usage charges of use for a call originating from an TWTC ULS line port or trunk port that terminates to a **SBC-AMERITECH** End User line, Resale line, or any unbundled line port or trunk port which is connected to the same End Office Switch.

12.6.2.2 TWTC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which TWTC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a TWTC ULS port.

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

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a TWTC ULS-ST port, TWTC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, TWTC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, TWTC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a TWTC ULS-ST port, TWTC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from TWTC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC)

choice. When a “1+” interLATA call is initiated from an ULS-ST port, it will be routed to the End User’s interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a TWTC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to TWTC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a TWTC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to TWTC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When TWTC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. TWTC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When TWTC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **SBC-**

AMERITECH “Success 800” subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. TWTC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using **SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to TWTC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

13. INTEROFFICE TRANSPORT

- 13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular TWTC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting TWTC, or between switches owned by **SBC-12STATE** or TWTC. IOT will be provided only where such facilities exist at the time of TWTC request.
- 13.2 Other than as specifically set out elsewhere in this Appendix, **SNET** does not offer Interoffice Transport (IOT) under this Appendix. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.
- 13.3 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 13.4 Unbundled Dedicated Transport
 - 13.4.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular TWTC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a TWTC owned or provided switch.
 - 13.4.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to TWTC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) Including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c).

SBC-12STATE will provide higher speeds to TWTC as they are deployed in the SBC-12STATE network. SBC-12STATE provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.4.3 UDT includes the following elements:

13.4.3.1 Interoffice Transport – a circuit between two SBC12-STATE Wire Centers.

13.4.3.2 Entrance Facility – a circuit from SBC-12STATE serving Wire Center to TWTC's location.

13.4.3.3 Multiplexing – an option ordered in conjunction with 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 UDT entrance facility and/or interoffice transport.

13.4.3.4 Other Optional features are outlined in Appendix Pricing.

13.5 Diversity

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

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

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

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

13.7 **Digital Cross-Connect System (DCS)**

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

13.8 **Network Reconfiguration Service (NRS)**

13.8.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by TWTC shall be subject to additional charges as outlined in Appendix Pricing.

13.9 **PACIFIC**

13.9.1 **Cross Boundary UDT Meet Point Facilities Arrangements**

13.9.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in TWTC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of TWTC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of TWTC's order.

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

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

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

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

14. **DARK FIBER**

14.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. 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. Other than as specifically set out elsewhere in this Appendix, **SNET** does not offer Dark Fiber under this Appendix. Rather, Dark Fiber is available to TWTCs as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. TWTC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 Interoffice Dark Fiber

14.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an Unbundled Network Element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to TWTC when TWTC has collocation space in each **SBC-12STATE** CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

14.3.1 **SBC-12STATE** will provide loop dark fiber as an Unbundled Network Element. Loop dark fiber is a segment between a serving **SBC-12STATE** Central Office and an End User customer premise.

14.4 Sub-Loop Dark Fiber

14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an Unbundled Network Element. Sub-loop dark fiber is a segment between:

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

14.4.1.2 a remote terminal/CEV/Hut and an End User customer premise.

14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

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

14.4.4 At **SBC-12STATE** Central Offices the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. TWTC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. TWTC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.6 Determining Spare Fibers:

14.6.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

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

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

14.6.1.2 Defective fibers

14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which TWTC's request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to TWTC for use under this Appendix.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that TWTC can order is two, and fiber strands must be ordered in multiples of two. The maximum number

of fiber strands that TWTC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

14.7.2 If TWTC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing TWTC's specific point to point (A to Z) dark fiber requirements. When TWTC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Appendix, **SBC-12STATE** will notify TWTC and TWTC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to TWTC 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 dark fiber. When TWTC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 14.6.2.

14.8 Right of Revocation of Access to Dark Fiber

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

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

14.9 Access Methods specific to Dark Fiber

14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. TWTC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

14.9.3 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the End User customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.9.3.1 TWTC may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **SBC-12STATE** has existing and available space in these locations.

14.9.3.2 TWTC have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, TWTC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **SBC-12STATE** subloop network.

14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.

14.9.3.4 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. TWTC may elect to place his cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

14.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. TWTC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to TWTC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide TWTC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 The cross connect is the media between the **SBC-7STATE** UNE and a TWTC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting TWTC to connect the **SBC-7STATE** UNE to other UNEs or to TWTC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of TWTC, or to leave connected one UNE to another UNE on behalf of TWTC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.
- 18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 18.3, 18.4 and 18.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects to point of access for the purpose of TWTC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
- 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
- 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
- 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining. Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:
 - 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining Switch Ports to another **SBC-13STATE** UNE are as follows:
 - 18.5.1 Analog Line Port to UNE Connection Methods point of access
 - 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
 - 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 18.6 The applicable Loop cross connects for the purpose of TWTC connecting a **SBC-SWBT** and **NEVADA** Loop UNE to a TWTC's Collocated facilities are as follows:
 - 18.6.1 2-Wire Analog Loop to Collocation
 - 18.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.6.3 4-Wire Analog Loop to Collocation
 - 18.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.6.5 2-Wire Digital Loop to Collocation
 - 18.6.6 2-Wire Digital Loop to Collocation (without testing)

- 18.6.7 4-Wire Digital Loop to Collocation
- 18.6.8 4-Wire Digital loop to Collocation (without testing)
- 18.6.9 DSL Shielded Cross Connect to Collocation
- 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
- 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.7 The applicable dedicated transport cross connects for the purpose of TWTC connecting an **SBC-SWBT** and **NEVADA** dedicated transport UNE to a TWTC's Collocated facilities are as follows:
 - 18.7.1 DS-1 to Collocation
 - 18.7.2 DS-3 Collocation
 - 18.7.3 OC-3 to Collocation
 - 18.7.4 OC-12 to Collocation
 - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Port cross connects for the purpose of TWTC connecting an **SBC-SWBT** and Port UNE to TWTC's Collocated facilities are as follows:
 - 18.8.1 Analog Line Port to Collocation
 - 18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
 - 18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
 - 18.8.4 Analog DID Trunk Port to Collocation
 - 18.8.5 DS- Trunk Port to Collocation
- 18.9* The applicable cross connects for the purpose of TWTC connecting a **PACIFIC** Loop, UDT or Port UNE to TWTC's Collocated facility are as follows:

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

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

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

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of TWTC combining a **PACIFIC** Loop with TWTC's own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of TWTC combining a **PACIFIC** Unbundled Dedicated Transport with TWTC's own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of TWTC combining a **PACIFIC** Port with TWTC's own facilities point of access are as follows:

18.13.1 -Analog Line Port to Adjacent Location Method to point of access

18.13.2 -ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 -ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 -Wire Analog Loop to Analog line Port

18.14.2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

18.15.1 If trouble occurs with Unbundled Network Elements provided by **SBC-13STATE**, TWTC will first determine whether the trouble is in TWTC's own equipment and/or facilities or those of the End User. If TWTC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, TWTC will issue a trouble report to **SBC-13STATE**.

18.15.2 TWTC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when TWTC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

- 18.15.3 TWTC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.
- 18.15.4 TWTC 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.
- 18.15.5 If TWTC issues a trouble report allowing SBC-13STATE access to the End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.
- 18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.
- 18.15.7 If TWTC requests or approves a SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, TWTC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

- 19.1 SBC-13STATE will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and

with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

- 20.1 **SBC-13STATE**'s provision of UNEs identified in this Appendix is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Appendix which makes available certain UNEs, or any Amendment to this Appendix to conform such Appendix to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Appendix must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Appendix. UNEs described in this Appendix or any Amendment to this Appendix that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Appendix do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Appendix to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Appendix. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element. Without

limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A**ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)**

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and TWTC A. Charges to or from TWTC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or TWTC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. TWTC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

TWTC A is charged:
 ULS – O Usage
 Blended Transport Usage
 SS7 Signalling
 ULS-ST Reciprocal Compensation (equal to ULS-T rate)
2. **SBC-AMERITECH** port originating and TWTC A (UNE) ULS-ST port terminating

TWTC A is charged:
 ULS – T Usage

SBC-AMERITECH is charged:
 ULS-ST Reciprocal Compensation (equal to ULS-T rate)
3. TWTC A (UNE) port originating and TWTC B (UNE) terminating

TWTC A is charged:
 ULS – O Usage
 Blended Transport Usage
 SS7 Signaling
4. TWTC A (UNE) port originating and TWTC A (UNE) port terminating

TWTC A is charged:
 ULS – O Usage
 Blended Transport Usage
 SS7 Signaling
 ULS - T Usage

5. TWTC B (UNE) port originating and TWTC A (UNE) port terminating
TWTC A is charged:
ULS – T Usage
6. TWTC (Resale services) Originating and TWTC A (UNE) port terminating
TWTC A is charged:
ULS – T Usage
7. TWTC A (UNE) port originating and TWTC (Resale services) terminating
TWTC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)
8. TWTC A (UNE) port originating to TWTC (Facilities Based Network (FBN) terminating
TWTC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
9. TWTC (FBN) Originating to TWTC A (UNE) Terminating
TWTC A is charged:
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. TWTC A (UNE) port originating to IXC
If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
TWTC A is charged:
ULS – O Usage
SS7 Signaling
If call is routed to IXC POP via **SBC-AMERITECH** Tandem—
TWTC A is charged:
ULS – O Usage
SS7 Signaling

ULS-ST Common Transport Usage
ULS-ST Tandem Usage

11. IXC to TWTC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—
TWTC A is charged:

ULS – T Usage

If call is routed from IXC POP via **SBC-AMERITECH** Tandem—
TWTC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

APPENDIX WP

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICE PROVIDED..... 3

3. USE OF SUBSCRIBER LISTING INFORMATION..... 6

4. PRICING..... 7

5. ASSIGNMENT 8

6. LIABILITY 8

7. BREACH OF CONTRACT 8

8. TERM..... 9

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 9

APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-8STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 As used herein, **SBC-7STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, and Nevada.
- 1.7 As used herein, **SNET** means the above listed ILEC doing business in Connecticut.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages (WP) directories for its geographic local service areas. TWTC provides local exchange telephone service in the same area(s) and wishes to include listing information for its End Users in the appropriate **SBC-13STATE** WP directories
- 2.2 TWTC also desires distribution to its End Users of the WP directories that include listings of TWTC's End Users.

- 2.3 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-13STATE** will include in appropriate WP directories the primary alphabetical listings of all TWTC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 2.4 When TWTC provides its subscriber listing information to **SBC-13STATE** listings database, TWTC will receive for its End User, one primary listing in **SBC-13STATE** WP directory and a listing in **SBC-13STATE**'s directory assistance database.
- 2.5 TWTC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to TWTC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. TWTC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an TWTC End User.
- 2.6 TWTC may provide TWTC's subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6.1 TWTC will provide **SBC-AMERITECH**, TWTC's subscriber listing information for inclusion in the White Page directory in either a mechanized or manual feed of the listing information to **SBC-AMERITECH**'s directory listing database. TWTC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix. Sixty (60) days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to TWTC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. TWTC shall review the listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** TWTC End User.
- 2.6.2 Forty-five (45) days prior to the directory close date for a particular directory, **SBC-AMERITECH** shall make available to TWTC, either electronically or manually, its subscriber listings as such listings are to appear in the directory. TWTC shall review the listing information and shall submit to **SBC-AMERITECH** any necessary additions, deletions or modifications prior to the directory close date.

- 2.6.3 TWTC shall provide TWTC's subscriber listing information to **SBC-7STATE** for inclusion in the White Pages directory via an electronic feed of the listing information to **SBC-7STATE**'s listing database or, if the electronic feed mechanism is inoperable, by other means mutually agreed to by the Parties (e.g. contact Account Manager, fax). Upon receipt of a request from a Third-Party directory publisher, including Pacific Bell Directory, for subscriber listing information, Pacific will provide to that Third-Party directory publisher, TWTC's subscribers' listing information upon receipt of any applicable compensation from such publisher to **SBC-7STATE**.
- 2.7 Each TWTC subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
- 2.7.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to TWTC or TWTC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, TWTC may provide to **SBC-7STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-7STATE** will deliver the remaining directories included in the TWTC's order in bulk to an address specified by the TWTC.
- 2.7.2 **SBC-13STATE** shall not be required to deliver a directory to a TWTC End User until new White Page directories are published for that End User's location.
- 2.7.3 **SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.4 **SBC-AMERITECH** shall direct its directory publishing affiliate to offer delivery of newly published WP directories and subsequent directory delivery to TWTC's End Users pursuant to terms and conditions agreed to by the Parties.
- 2.8 **SBC-8STATE** will provide TWTC with 1/8th page in each directory (where the TWTC has or plans to have local telephone exchange customers) for the TWTC to include TWTC 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, TWTC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of TWTC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at TWTC's request, subject to the guidelines set forth above.

2.8.1 For Directories covering the territory where TWTC is certified to provide local service, upon request **SBC-AMERITECH** will include in the "Information Pages", or comparable section of its White Pages directories, information provided by TWTC for TWTC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC-AMERITECH** and other LECs. **SBC-AMERITECH**'s directory publishing affiliate will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC-AMERITECH**.

2.9 At its request, TWTC may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where TWTC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the TWTC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.

2.10 **SBC-8STATE** shall notify TWTC of major changes regarding White Pages, in advance of implementing such changes, via an Accessible Letter.

3. **USE OF SUBSCRIBER LISTING INFORMATION**

3.1 TWTC authorizes **SBC-13STATE** to include and use the subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s WP directory and **SBC-13STATE**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **SBC-13STATE** provides for Independent Company directory publications and release of TWTC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of TWTC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 At TWTC's written request, **SBC-13STATE** shall transmit TWTC's End User listing information to designated Third Party directory publishers (limited to publishers to which **SBC-13STATE** transmits its own listing information).

4. PRICING

- 4.1 **SBC-7STATE** will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to TWTC End Users, plus an annual, per book copy charge at the time directories are delivered in bulk to TWTC. **SBC-7STATE** has no obligation to warehouse WP directories for TWTC or provide WP directories to TWTC's End Users subsequent to the annual distribution of newly published directories. The rates for the services described herein are identified in California Network and Exchange Services tariff, Schedule CAL.P.U.C. NO. A5., as of the effective date of this agreement.
- 4.1.1 The rates, if any, for **SNET** WP directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for WP directories.
- 4.1.2 **SBC-AMERITECH** - The rates for **SBC-AMERITECH** White Page directories will be in accordance with a separate directory services agreement with **SBC-AMERITECH**'s directory publishing affiliate.
- 4.2 **SBC-7STATE** has no obligation to provide any additional WP directories above the number of directories forecast by TWTC per Section 2.7 above. While **SBC-7STATE** has no obligation to provide WP directories to TWTC or TWTC End Users after the annual distribution of newly published directories, **SBC-7STATE** will in good faith attempt to accommodate TWTC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, **SBC-7STATE** will provide the directories in bulk to TWTC and will assess a per book charge.
- 4.2.1 **SBC-AMERITECH** – **SBC-AMERITECH**'s directory delivery practices are discussed above in Section 2.7.4.
- 4.3 Where a TWTC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, **SBC-13STATE** will assess TWTC a charge for such listings at existing **SBC-13STATE** tariff rates. An additional charge at **SBC-13STATE**'s tariff rate applies when TWTC wishes to list an End User in **SBC-13STATE**'s directory assistance database but does not wish to have its End-User listed in **SBC-13STATE**'s WP directory. In addition, for those TWTC End Users served by TWTC via a **SBC-13STATE** unbundled switch port, TWTC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s WP directory at **SBC-13STATE**'s tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

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

6. LIABILITY

- 6.1 TWTC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in TWTC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or TWTC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 TWTC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third-Party in any way related to any error or omission in TWTC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. TWTC shall so indemnify regardless of whether the demand, claim or suit by the Third-Party is brought jointly against TWTC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in TWTC's subscriber listing information in the WP directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the TWTC, in which event the TWTC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the

breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix will continue in force for the length of the Interconnection Agreement to which this Appendix is attached. Either Party may terminate this Appendix upon one hundred and twenty (120) calendar days written notice to the other Party.
- 8.2 Upon termination, this Appendix will be null and void with respect to any issue of directory published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX BCR

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 3

3. SCOPE OF APPENDIX 4

4. RESPONSIBILITIES OF THE PARTIES..... 5

5. COMPENSATION..... 6

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES..... 6

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX BCR (Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or TWTC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, SBC 12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.4 As used herein, PACIFIC means an ILEC doing business in California.
- 1.5 As used herein, NEVADA means a ILEC doing business in Nevada.
- 1.6 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas
- 1.8 The prices at which SBC-12STATE agrees to provide TWTC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **“Charges”**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.

- 2.3 **“Compensation”** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **“IntraLATA”** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **“InterLATA”** - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 **“Local Exchange Carrier (LEC)”** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **“Local Message”** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **“Revenues”** - the sum of all or part of the charges as defined above.

3. **SCOPE OF APPENDIX**

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

- 3.2.5 The billing, collection and remitting of local messages as described in section 3.2 are technically infeasible in **SNET** at this time.
- 3.2.6 In **PACIFIC/NEVADA**, the billing, collection, and remitting of local messages as described in section 3.2 is done via the Message Exchange Agreement
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable (**SBC 12-STATE**) only when **SBC 12-STATE** company is the CMDS Host Company
- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 TWTC agrees to bill, collect and remit to **SBC-12STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-12STATE**), but which are to be billed to End Users of TWTC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-12STATE**, **SBC-12STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by TWTC for **SBC-12STATE** benefit, shall be remitted by TWTC to **SBC-12STATE** within thirty (30) calendar days of the date of **SBC-12STATE** bill to TWTC for such services.
- 4.4 **SBC-12STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to TWTC, the charges for the services described in Section 3.2 above, which charges are earned by TWTC, but which are to be billed by another LEC (including **SBC -12STATE**) to the End Users of that LEC.

- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC-12STATE** or another LEC for TWTC's benefit, shall be remitted by **SBC-12STATE** to TWTC within thirty (30) calendar days of the date of TWTC's bill to **SBC-12STATE** for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **SBC-12STATE** may net amounts due to TWTC under this Appendix against amounts owed to **SBC-12STATE** when **SBC-12STATE** renders a bill to TWTC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. **COMPENSATION**

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

6. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 6.1 **SBC-12STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC-12STATE** assumes no responsibility with regard to the correctness of the data supplied by TWTC when this data is accessed and used by a Third Party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB – AS

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	4
3. GENERAL DESCRIPTION	4
4. SERVICE DESCRIPTION	5
5. MANNER OF PROVISIONING	12
6. BILLING.....	16
7. COMPENSATION OPTION.....	17
8. PRICE AND PAYMENT	19
9. CONFIDENTIALITY.....	19
10. LIABILITY	19
11. DISCLAIMER OF WARRANTIES.....	20
12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	20

APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Database (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 Neither SBC-AMERITECH nor SNET own a LIDB. Additionally, SNET does not own a CNAM Database. Both SBC-AMERITECH and SNET obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to TWTC's data storage and administration of TWTC's Line Records for accounts provided using SBC-AMERITECH's and/or SNET's unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between TWTC and SNET DG. Any use of the possessive in this Agreement as applied to SBC-AMERITECH and SNET will not indicate ownership but shall have the relationship described in this paragraph 2.1.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.9 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

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

3. GENERAL DESCRIPTION

- 3.1 **SBC-12STATE**’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-12STATE**’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and

agree that some LIDB enhancements will require TWTC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides TWTC with the capability to access, create, modify or update TWTC's Line Record Information in LIDB when such records are associated with TWTC's subscriber accounts that are provided only on TWTC's own end office switch.
- 4.2 TWTC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records TWTC might have in SBC-12STATE's LIDB that are administered by a company other than TWTC. This includes, but is not limited to, SBC-12STATE retail accounts, TWTC's accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.
- 4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB administrative systems that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows TWTC to electronically transmit properly formatted records from TWTC's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting CLECs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 TWTC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for TWTC's access to the Service Order Entry Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to SBC-12STATE's Service Order Entry Interface. TWTC does not gain access to any interface, database, operations support system, or other SMS.

- 4.3.1.3 **SBC-12STATE** will provide TWTC with the file transfer protocol specifications TWTC will use to administer TWTC's data over the Service Order Entry Interface. TWTC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide TWTC with Data Base Administration and Storage.
- 4.3.1.4 TWTC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB administrative system or TWTC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. TWTC understands that if it chooses to use only the Service Order Entry Interface, TWTC will not have access to any data administration capabilities available solely to the Interactive Interface that TWTC has chosen not to use.
- 4.3.1.5 TWTC understands and agrees that its access to **SBC-12STATE**'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-12STATE** for administration.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides TWTC with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides TWTC with the ability to have its own personnel access TWTC's records via an application screen that is presented on a computer monitor. Once TWTC has accessed one of its Line Records, TWTC can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide TWTC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 TWTC's access to the LIDB administrative system through the Interactive Interface will be limited to TWTC's subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.
- 4.3.2.3 TWTC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security

gateway for TWTC's access to the Interactive Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to the Interactive Interface and the LIDB administrative system. TWTC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

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

4.3.2.5 TWTC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or TWTC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides under this Appendix. TWTC understands and agrees that if it chooses to use only the Interactive Interface, TWTC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that TWTC has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Tape Load Facility Interface provides TWTC with unbundled access to Tape Load facilities in those SBC-12STATE ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-12STATE ILEC that uses Tape Loads.

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

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

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

4.4.5 Single Tape Option

4.4.5.1 TWTC will create and deliver one set of tape(s) to SBC-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load TWTC's updates into LVAS. TWTC will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC-SWBT will use these tapes to update or create TWTC's records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

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

4.4.6 Multiple Tape Option

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

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

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

4.5 LIDB Editor Interface

- 4.5.1 LIDB Editor Interface provides TWTC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides TWTC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide TWTC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow TWTC to communicate with a LIDB administrative system.
- 4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. TWTC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.
- 4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 TWTC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When TWTC uses the LIDB Editor Interface, TWTC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time TWTC makes its update request. TWTC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding TWTC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. TWTC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method TWTC uses for its ongoing Line Record administration) once administrative system update capability is restored. TWTC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

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

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a daily basis.

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

4.6.2 Source Audit

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

4.6.2.2 The source of Account Owners' Line Records that **SBC-12STATE** administers through a service order process will be the **SBC-12STATE**'s billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 **SBC-12STATE** will provide TWTC with a file containing all of TWTC's Line Records in LIDB that TWTC administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to TWTC electronically over the Service Order Entry Interface.

4.6.2.4 TWTC will use the file **SBC-12STATE** provides in Section 4.6.2.3 to audit TWTC's LIDB accounts against TWTC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. TWTC will correct all discrepancies using the unbundled electronic interface(s) TWTC has requested under this Appendix.

4.6.2.5 **SBC-12STATE** will provide TWTC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide TWTC with a source audit file once per

year. Such audit files will represent TWTC's entire data store of Line Records to which TWTC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) TWTC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable TWTC requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-12STATE to create and administer TWTC's data on TWTC's behalf through a bundled service order flow. The LSR Process is only available to TWTC when TWTC is providing service to End Users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. TWTC can obtain access to SBC-12STATE's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 TWTC will not have direct access to any of its records that SBC-12STATE administers through the LSR Process.
- 4.7.4 TWTC will provide complete information in its LSR to SBC-12STATE so that SBC-12STATE can populate TWTC's line record completely and accurately. If TWTC's LSR does not contain information needed to populate a data element in LIDB, SBC-12STATE will populate such data element with SBC-12STATE defined default information. Such default derivation will apply to TWTC using the LSR Process that also omits said data element. Use of default information does not relieve TWTC of its responsibility for providing SBC-12STATE complete and accurate information in LIDB. In the event SBC-12STATE populates TWTC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.
- 4.7.5 The following applies only to SBC-SWBT.
 - 4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either "as is" or "with changes".
 - 4.7.5.2 TWTC will identify through a registration form that SBC-SWBT will provide to TWTC, how TWTC's Line Records will be created, transferred, or administered.

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

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

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

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides TWTC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide TWTC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 **SBC-12STATE** will provide to TWTC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data administration when TWTC chooses to use such interfaces.

5.2 TWTC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 **SBC-12STATE** will input information provided by TWTC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that TWTC will store in **SBC-12STATE**'s LIDB. TWTC shall provide all information needed by **SBC-12STATE** to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of

service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

- 5.4 TWTC will furnish, prior to the initial load of TWTC's data, and as requested by SBC-12STATE thereafter, the following forecast data:
 - 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of TWTC information, SBC-12STATE will notify TWTC of its intent to not provide to TWTC the Services under this Appendix and this Appendix will be void.
- 5.6 TWTC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages TWTC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in TWTC's latest forecast.
- 5.7 TWTC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 TWTC is solely responsible for all Line Records for which TWTC is the Account Owner. This includes all data, data administration, Line Records that TWTC creates, Line Records that SBC-12STATE creates on TWTC's behalf, or Line Records that are transferred to TWTC as a result of TWTC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which TWTC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.10 If TWTC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, TWTC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in 4.3.1.1 through 4.3.2.5 of this Appendix, so that companies that query the

SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

- 5.11 TWTC will administer its data in SBC-12STATE's LIDB in such a manner that SBC-12STATE's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 TWTC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If TWTC has operational unbundled electronic interfaces and TWTC has chosen to create its own records in LIDB, TWTC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If TWTC administers its Line Records directly through unbundled electronic interfaces and TWTC does not provide service using an SBC-12STATE's UNE local switching port, TWTC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. TWTC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 TWTC will also delete Line Records from SBC-12STATE's LIDB when TWTC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless TWTC otherwise arrange with SBC-12STATE to delete such records on TWTC's behalf.
- 5.16 If TWTC begins providing local services before TWTC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat TWTC's LSRs as if TWTC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for TWTC's Line Records residing in an SBC-12STATE LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's

LIDB is the responsibility of SBC-12STATE. TWTC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by TWTC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary to ensure the successful operation and administration of SBC-12STATE's SCP and LIDB.

- 5.20 If TWTC creates its Line Records directly through unbundled electronic interfaces, TWTC will not have to provide on its LSR its End User marketing and/or service information for LIDB on new connect and conversion activity LSRs. TWTC will also not have to provide its End User marketing and/or service information for LIDB on an LSR if TWTC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. TWTC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. TWTC acknowledges that when SBC-12STATE allows an entity to access SBC-12STATE's LIDB, such query originators will also have access to TWTC's data that is also stored in such SBC-12STATE's LIDB.
- 5.22 The following applies only to SBC-SWBT
- 5.22.1 SBC-SWBT will identify Line Records it transfers to TWTC's ownership without changes in End-User information by setting the record status indicator of the Line Record to a transitional value. TWTC must confirm that it provides the same services to the End-User as did the previous local service provider by changing the record status indicator back to a value of stable. If TWTC does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by TWTC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve TWTC of its responsibility to administer its records accurately and in a timely manner.
- 5.22.2 If TWTC elects to have SBC-SWBT transfer ownership of LIDB Line Records to TWTC as a result of routine LSR activity, and TWTC elects to have such records transferred without changes to End User data, SBC-SWBT will transfer all pre-existing End User information, including calling card information, to TWTC's ownership. However, such transfers

will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by TWTC on its LSR, or default information created from a lack of TWTC's entry of data.

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

6. BILLING

- 6.1 If SBC-12STATE provides TWTC with compensation for data access as set forth in Section 7, SBC-12STATE will provide such data, as is reasonably necessary, to enable TWTC to substantiate Query volumes of TWTC Line Records residing in SBC-12STATE's LIDB.
- 6.2 When SBC-13STATE or a third party queries TWTC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, TWTC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 TWTC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.
- 6.2.2 TWTC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.
- 6.3 TWTC understands that if TWTC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to TWTC's subscribers.
- 6.4 SNET will charge TWTC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by TWTC and incurred by SNET during Service set up shall be passed on to TWTC on an individual case basis. TWTC shall pay such One Time Charge upon execution of this Appendix

and any approved Additional Charges at the time such charges are incurred by SNET and billed to TWTC, in accordance with SNET's invoice.

7. COMPENSATION OPTION

7.1 TWTC may elect to receive compensation from SBC-12STATE for access to TWTC's data in SBC-12STATE's LIDB only as set forth in this Section 7, of this Appendix. SBC-12STATE offers the terms of Section 7 as a package and such terms are contingent upon TWTC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-12STATE will not provide compensation to TWTC for access of TWTC's data in SBC-12STATE's LIDB other than via this Compensation Option.

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

7.2.1 SNET

7.2.1.1 Validation Query \$0.038 per Query

7.2.1.2 CNAM Query \$0.016 per Query

7.2.2 SBC-SWBT

7.2.2.1 Validation Query \$0.026 per Query

7.2.2.2 CNAM Query \$0.0036 per Query

7.2.2.3 OLNS Query \$0.0055 per Query

7.2.2.4 Query Transport \$0.0044 per Query

7.2.3 SBC-AMERITECH

7.2.3.1 Validation Query \$0.017228 per Query

7.2.3.2 CNAM Query \$0.012 per Query

7.2.3.3 Query Transport \$0.00012 per Query

7.2.4 PACIFIC

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

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-12STATE** will credit TWTC for each query against TWTC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to TWTC

7.3.1.2 72% retained by **SNET**

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

7.3.2 **SBC-SWBT**

7.3.2.1 Validation \$.01216 per Query

7.3.2.2 CNAM \$.0032 per Query

7.3.2.3 OLNS \$.00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1 Validation \$.0025 per Query

7.3.3.2 CNAM \$.005 per Query

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

7.3.3.4 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 2.5 million Queries for

that month, SBC-AMERITECH will credit customer \$.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1 Validation \$.008508 per Query

7.3.4.2 CNAM \$.0032 per Query

7.3.4.3 OLNS \$.004908 per Query

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

8. PRICE AND PAYMENT

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

9. CONFIDENTIALITY

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

10. LIABILITY

10.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, losses or damages caused by the willful misconduct or gross negligence of **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time **SBC-12STATE** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

10.2 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of **SBC-12STATE**'s administration of Sleuth or Automatic Fraud Monitoring systems.

10.3 In addition to any other indemnity obligations set forth in this Agreement, TWTC agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**,

directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.

- 10.4 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of TWTC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of TWTC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 SBC-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB AND CNAM SERVICE

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DEFINITIONS.....	4
3. DESCRIPTION OF SERVICE.....	4
4. PRICE AND PAYMENT.....	6
5. OWNERSHIP OF INFORMATION.....	8
6. TERM AND TERMINATION.....	10
7. LIMITATION OF LIABILITY	10
8. COMMUNICATION AND NOTICES	12
9. CONFIDENTIALITY.....	13
10. MUTUALITY	13
11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	13

APPENDIX LIDB AND CNAM SERVICE**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain these services from SNET Diversified Group (SNET DG). SNET DG is a Third-Party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to TWTC's Query access of **SBC-AMERITECH**'s and **SNET**'s data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between TWTC and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing

business in California.

- 1.9 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

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

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides TWTC with certain line information that TWTC may use to facilitate completion of calls or services. **SBC-12STATE** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)
- 3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)

- 3.2 **SBC-12STATE** will provide TWTC with access to **SBC-12STATE**'s CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows TWTC to retrieve the name associated with a calling number for use in TWTC's Calling Name Delivery Service (CNDS).
- 3.3 All TWTC CNAM Queries to **SBC-12STATE**'s CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. TWTC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its CNAM Database.
- 3.4 TWTC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network. TWTC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to TWTC any instances where overload controls are invoked due to TWTC's CCS/SS7 network and TWTC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to **SBC-12STATE** initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to TWTC, **SBC-12STATE** shall notify TWTC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.
- 3.6 TWTC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. TWTC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

- 3.7 TWTC understands that access to SBC-12STATE's LIDB and/or CNAM Database may not provide TWTC with access to all of the data of all Account Owners in SBC-12STATE's LIDB and/or CNAM Database. When a region in SBC-12STATE implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict TWTC from accessing their data. TWTC understands that SBC-12STATE will comply with Account Owners' requests to so limit or restrict their data. Should TWTC desire access to any restricted Account Owner's LIDB Information, TWTC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between TWTC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB and/or CNAM Database; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. TWTC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-12STATE provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for TWTC's activities on behalf of TWTC's local service customers where SBC-13STATE is the incumbent local exchange carrier. TWTC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by TWTC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 TWTC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB and/or CNAM Database. TWTC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 TWTC will pay a Service Establishment Nonrecurring Charge for each point code TWTC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 TWTC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 TWTC will make payment to SBC-12STATE for LIDB Service and/or CNAM

Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.

- 4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for TWTC's LIDB Service Queries and/or CNAM Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 TWTC will notify **SBC-12STATE** when TWTC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-12STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when TWTC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support TWTC's CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of TWTC's service platforms.
- 4.10 If TWTC operates in more than one (1) state in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services and/or CNAM Query provided to TWTC under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to **PACIFIC**:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record usage information for TWTC's LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.
- 4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, TWTC will provide **PACIFIC** with usage information

from which **PACIFIC** will bill TWTC for both TWTC's access and TWTC's Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. TWTC will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and TWTC. TWTC will deliver such information to locations specified by **PACIFIC**. If TWTC uses a Third-Party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and TWTC's Third-Party network provider can record and provide **PACIFIC** with recordings of TWTC's usage, **PACIFIC** will accept such usage provided that the requirements in this Section 4.11 will apply to TWTC's Third-Party network provider.

- 4.11.3 TWTC will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. TWTC will either aggregate such usage by Originating Point Code or TWTC will provide **PACIFIC** with reports that identifies usage by Originating Point Code. TWTC and **PACIFIC** will agree upon the format and media type that TWTC will use to provide such usage data to **PACIFIC**. TWTC understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill TWTC based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.
- 4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by TWTC.
- 4.11.5 While the provisions in Section 4.11 are in effect, TWTC agrees that **PACIFIC** will bill TWTC for all CNAM Queries and/or OLNS Queries TWTC originate or transports to **PACIFIC**'s network. TWTC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. TWTC agrees that it will not bill its Query-originating carrier customers for any usage that TWTC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and TWTC will jointly determine which, if any, of TWTC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.
- 4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill TWTC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. TWTC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, TWTC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. TWTC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. TWTC may not store for future use any non-TWTC data that TWTC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that TWTC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate TWTC's facilities usage needs, and for engineering, capacity, and network planning. TWTC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. TWTC may aggregate individual LIDB statistics regarding the number of TWTC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. TWTC will only publish such statistics in aggregate form and will ensure that the all non-TWTC names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and TWTC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 5.3.2 PIN Number(s)
 - 5.3.3 Billed Number Screening (BNS) indicators
 - 5.3.4 Class of Service (also referred to as Service or Equipment)
 - 5.3.5 Reports on LIDB and CNAM Query usage
 - 5.3.6 Information related to billing for LIDB and CNAM Query usage
 - 5.3.7 LIDB and CNAM Query usage statistics
- 5.4 TWTC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.
- 5.5 If TWTC acts on behalf of other carriers, TWTC will prohibit its Query-

originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or TWTC to terminate the Appendix, SBC-12STATE and TWTC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 SBC-12STATE is furnishing access to its LIDB and/or CNAM Database to facilitate TWTC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. TWTC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB and/or CNAM Database. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to TWTC or to TWTC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO TWTC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH TWTC'S OR TWTC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 TWTC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. TWTC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other

limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-12STATE**'s Calling Name Database and provided to TWTC or TWTC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.

- 7.7 TWTC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 TWTC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. TWTC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. TWTC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by TWTC or TWTC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and TWTC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from TWTC's or TWTC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

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

10. MUTUALITY

- 10.1 TWTC agrees to make its Line Record Information available to SBC-12STATE. Should TWTC store its Line Record information in a database other than SBC-12STATE's, TWTC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, TWTC acknowledges that such TWTC Line Record information will be unavailable to any customer, including any TWTC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ANCILLARY EQUIPMENT

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. GENERAL TERMS AND CONDITIONS 3

3. ANCILLARY EQUIPMENT ITEMS 4

4. PRICING..... 6

5. BILLING..... 6

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

APPENDIX ANCILLARY EQUIPMENT

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 The prices at which **PACIFIC** agrees to provide TWTC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the TWTC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the TWTC and **PACIFIC**.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with **PACIFIC** provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

- 2.1 TWTC is solely responsible for all services provided to the TWTC's End User customers over the items used by the TWTC in this Appendix.
- 2.2 **PACIFIC** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the TWTC. **PACIFIC** is not responsible for the proper functioning of the Telecommunication Services provided by TWTC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.
- 2.4 Items contained in this Appendix are only available where they are currently deployed in the **PACIFIC** network and where spare capacity exists.

- 2.5 The ancillary equipment provided by **PACIFIC** under the provisions of this Appendix shall remain the property of **PACIFIC**.
- 2.6 Where ancillary equipment is provided to TWTC and is for any reason disconnected, the individual ancillary equipment shall be made available to **PACIFIC** for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. **ANCILLARY EQUIPMENT ITEMS**

3.1 Analog Bridging

- 3.1.1 This will be for the bridging of three or more **PACIFIC** analog loop UNEs.
- 3.1.2 Bridging is available only where **PACIFIC** currently has analog bridging equipment deployed.
- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 TWTC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

3.2 Program Audio Hubbing

- 3.2.1 **PACIFIC** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.
- 3.2.2 Audio hubbing equipment will be made available to TWTC where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz

3.2.4.2 0.0 – 5.0 Khz

3.2.4.3 0.0 – 8.0 Khz

3.2.5 TWTC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to TWTC connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to existing DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow TWTC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply TWTC with Secure ID cards to access the Customer Access Network.

3.4.4 TWTC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 TWTC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

- 3.5.1 This offering allows TWTC to determine whether existing facilities exist to provision the DS1 on copper as specified by TWTC.
- 3.5.2 A facilities availability verification charge will be applicable for requests of this nature. TWTC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.
- 3.5.3 This service will only be offered where available and is intended for DS1 only.
- 3.5.4 Should **PACIFIC** upgrade its network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

- 3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9 (d)(5).
- 3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.
- 3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.
- 3.6.4 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. **PRICING**

- 4.1 Service order charges, change order charges and disconnect charges will apply when applicable.
- 4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the “Other (Network Elements) and Miscellaneous Equipment” category listed as “Ancillary Equipment”.

5. **BILLING**

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX PRICING

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. BILLING TIMELINES..... 3

3. RECURRING CHARGES 4

4. NONRECURRING CHARGES 5

5. UNBUNDLED LOCAL SWITCHING (ULS)..... 6

6. BILLING 7

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

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **PACIFIC**-As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 OANAD pricing was approved by the CPUC on November 18, 1999 with an implementation date of March 1, 2000. All of the rates, terms and conditions set forth in this Appendix which were re-priced with the OANAD ruling are subject to true-up retroactively to the November 18, 1999 effective date. The rates, terms and conditions mandated by the OANAD decision shall apply for the remainder of the term of this Agreement unless such decision is modified, reversed or vacated on rehearing or appeal, in which case the legal effect of such modification, reversal or vacation shall be applied prospectively from the effective date of such modification, reversal or vacation (including the prospective reinstatement of the interim prices if appropriate under the terms of such modification, reversal or vacation).

2. BILLING TIMELINES

- 2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in **PACIFIC**'s Carrier Access Billing System (CABS).
- 2.2 Any change of prices for MRCs and NRCs adopted by the CPUC subsequent to the effective date of this Agreement may take a substantial period of time from

the date of the final order to implement in CABS and shall comply with any Commission timeline.

- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, **PACIFIC** may continue to bill at the established prices contained within the most recent prior Interconnection Agreement between the Parties, if any. If there is no prior Interconnection Agreement between the Parties, **PACIFIC** shall bill at the prices **PACIFIC** is currently billing one (1) or more of its other CLEC End Users that, in **PACIFIC**'s good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing.
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, **PACIFIC** and TWTC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Appendix UNE of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office or other measurement point without any per call rounding and total minutes by End Office or other measurement point will then be rounded to the next higher minute. TWTC shall pay for all usage on such completed calls until such time as **PACIFIC** is able to bill on a per attempt basis.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **PACIFIC** 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, **PACIFIC** will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NONRECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each UNE on the first connection on a TWTC order as well as separate nonrecurring charges for each additional connection associated with the same TWTC order at the same TWTC specified premises.
- 4.3 For Resale, when TWTC converts or adds new service, an End User's existing service, the normal service order charges and/or non- recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges shall apply for each service request processed by **PACIFIC**, including but not limited to the following:
 - 4.4.1 Installation (Service Order and Connect);
 - 4.4.2 Disconnection (Disconnect);
 - 4.4.3 Rearrangement/modification (Change);
 - 4.4.4 Record Order (Record)
- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **PACIFIC**'s Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

- 5.1.1.1 When a call originates from an ULS Port, TWTC will pay the ULS Originating (ULS-O) rates. ULS-O rate elements include a charge for setup per CLEC and a charge per Minute of Use (MOU). If the call routes over **PACIFIC**'s network, TWTC will pay Switched Transport- Shared.

5.1.2 Inter Switch Terminating

- 5.1.2.1 When a call terminates to an ULS Port, TWTC will pay ULS - Terminating (ULS-T) rates. ULS-T rate elements include a charge for setup per Call and a charge per MOU. In the case of local calls originated from a **PACIFIC** End User and terminated to an ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of call setups to the ULS Port will equal the originating MOUs and number of Call Setups from TWTC ULS Ports that are terminated to **PACIFIC** End User ports. These ULS-T charges are not applicable on intra-switch calls.

5.1.3 Intra Switch

- 5.1.3.1 TWTC will pay only ULS-O setup per call and per MOU for a call originating from TWTC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2 IntraLATA and InterLATA Toll Calls

- 5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from TWTC ULS Ports will be routed to the End User's Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **PACIFIC** ULS customers and delivered to the IXC at the **PACIFIC** access Tandem, TWTC will pay Switch Usage Interoffice - Originating, Switch Usage - Tandem Switching (Shared Transport), and Switch Transport -Common. Where an IXC elects to collect this traffic at a **PACIFIC** End Office Switch via dedicated trunking, TWTC will pay

Switch Usage Interoffice – Originating.

5.2.2 Terminating Toll - For intraLATA and interLATA toll calls terminated to a **PACIFIC** ULS customer and delivered via the **PACIFIC** tandem, TWTC will pay Switch Usage Interoffice - Terminating, Switch Usage-Tandem Switching (Shared Transport) and Switched Transport – Common. Where an IXC is directly interconnected at the **PACIFIC** End Office Switch, TWTC will pay Switch Usage Interoffice – Terminating.

5.3 **PACIFIC** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, **PACIFIC** will provide SS7 signaling for all originating calls in the same manner as **PACIFIC** uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

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

7. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

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

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Mechanized))	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Non Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$19.99	\$16.57	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$9.79	TBD	\$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

LOCAL SWITCHING CAPABILITY, SWITCHING PORT

BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00

NETWORK INTERFACE DEVICE (NID)

NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/TWTC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

		Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@" INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
GENERIC TERMINOLOGY		OANAD TERMINOLOGY	Discount %	PRICE SHEET FOR RATES	
This Pricing Appendix contains all recurring and some non-recurring costs. For non-recurring Costs addressed in OANAD see the attached Non-recurring price sheet.					
UNBUNDLED NETWORK ELEMENTS					NRC
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)		NRC Initial	Additional
NID Interface	NID to NID Crossconnect		NRO	@	@
NID Premise Visit	NID to NID Crossconnect		NRO	@	@
LOOPS		LINKS			
2-Wire Analog Zone 1	Basic or Assured Link - 2 Wire	/2/	\$ 8.38	@	@
2-Wire Analog Zone 2	Basic or Assured Link - 2 Wire	/2/	\$ 11.27	@	@
2-Wire Analog Zone 3	Basic or Assured Link - 2 Wire	/2/	\$ 19.64	@	@
2-Wire Analog Statewide /1/	Basic or Assured Link - 2 Wire	/2/	\$ 9.93	@	@
4-Wire Analog Zone 1	4-Wire Link		\$ 33.69	@	@
4-Wire Analog Zone 2	4-Wire Link		\$ 40.42	@	@
4-Wire Analog Zone 3	4-Wire Link		\$ 59.57	@	@
4-Wire Analog Statewide /1/	4-Wire Link		\$ 37.28	@	@
4-Wire - CO Facility Interface Connection			\$ 15.35	@	@
2-wire Digital Zone 1	Basic - 2 Wire + ISDN Option	/2/	\$ 12.68	@	@
2-wire Digital Zone 2	Basic - 2 Wire + ISDN Option	/2/	\$ 15.92	@	@
2-wire Digital Zone 3	Basic - 2 Wire + ISDN Option	/2/	\$ 24.61	@	@
2-wire Digital Statewide /1/	Basic - 2 Wire + ISDN Option	/2/	\$ 14.37	@	@
4-wire Digital (DS1) Zone 1	Digital 1.544 MBPS DS-1		\$ 90.27	@	@
4-wire Digital (DS1) Zone 2	Digital 1.544 MBPS DS-1		\$ 98.23	@	@
4-wire Digital (DS1) Zone 3	Digital 1.544 MBPS DS-1		\$ 119.50	@	@
4-wire Digital (DS1) Statewide /1/	Digital 1.544 MBPS DS-1		\$ 94.43	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	PBX Loop Option		\$ 2.22	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	PBX Loop Option		\$ 2.15	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	PBX Loop Option		\$ 1.86	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	PBX Loop Option		\$ 2.18	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	Coin Loop Option		\$ 2.99	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	Coin Loop Option		\$ 2.90	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	Coin Loop Option		\$ 2.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	Coin Loop Option		\$ 2.93	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	ISDN Loop Option		\$ 4.30	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	ISDN Loop Option		\$ 4.65	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	ISDN Loop Option		\$ 4.97	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	ISDN Loop Option		\$ 4.44	@	@
DS3 Loop	DS3 Loops		\$ 1,837.18	@	@
OC3/3C Loop	Optical Level Loops		\$ 1,494.39	@	@
OC12/12C Loop	Optical Level Loops		\$ 4,323.29	@	@
OC48/48C Loop	Optical Level Loops		\$ 12,544.50	@	@
DSL Capable Loops:					NRC
2-Wire Digital Loop ISDN/IDSL				NRC Initial	Additional
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	NA	/2/	\$ 12.68	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	NA	/2/	\$ 15.92	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	NA	/2/	\$ 24.61	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/		/2/	\$ 14.37	@	@
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@

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

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@" INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
PSD #5 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Zone 1	NA		\$ 33.69	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	NA		\$ 40.42	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	NA		\$ 59.57	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	NA		\$ 37.28	@	@
	NA				
HFPL					
HFPL Loop					
HFPL Loop Zone 1	NA	/2/	\$ 4.19	NA	NA
HFPL Loop Zone 2	NA	/2/	\$ 5.64	NA	NA
HFPL Loop Zone 3	NA	/2/	\$ 9.82	NA	NA
HFPL Loop Statewide /1/	NA	/2/	\$ 4.97	NA	NA
HFPL Splitter					
SBC owned splitter--line at a time	NA	/3/	\$ 1.66	N/A	N/A
DSL Cross Connects					
HFPL Cross Connect - CLEC Owned Non Integrated	NA	/3/	\$ 0.88	@	@
HFPL Cross Connect - CLEC Owned Integrated	NA	/3/	\$ 0.88	@	@
HFPL Cross Connect - SBC Owned	NA	/3/	\$ 1.76	@	@
Jack Panel	NA		\$ 1.79	N/A	N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
HFPL OSS Charge - per line	NA	/3/	\$ 0.61	NA	NA
HFPL (LST)					
Line & Station Transfer	NA		N/A	TBD	TBD
Loop Qualification Process					
Loop Qualification Process - Mechanized	NA		N/A	\$ 0.10	N/A
Loop Qualification Process - Manual	NA		N/A	TBD	NA
Loop Qualification Process - Detailed Manual	NA		N/A	TBD	NA
DSL Conditioning Options					
Removal of Repeaters	NA		NA	\$ 246.30	\$ 21.17
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NA		NA	\$ 246.30	\$ 21.17
Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NA		NA	\$ 81.06	\$ 21.17
Removal of Bridged Taps and Repeaters	NA		NA	\$ 787.66	\$ 56.06
Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NA		NA	\$ 506.31	\$ 38.61
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A		NA	\$ 177.15	\$ 38.61
Removal of Bridged Taps	N/A		NA	\$ 588.17	\$ 34.89
Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 294.08	\$ 17.44
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A		NA	\$ 96.10	\$ 17.44
Removal of Bridged Taps and Load Coils	N/A		NA	\$ 1,321.41	\$ 64.10
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 534.25	\$ 26.78
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A		NA	\$ 197.66	\$ 26.78
Removal of Load Coils	N/A		NA	\$ 780.05	\$ 29.22
Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 260.02	\$ 9.34
Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	N/A		NA	\$ 101.56	\$ 9.34
SUB-LOOPS					NRC
CO to ECS sub-loop				NRC Initial	Additional
2 Wire Analog	NA		\$ 8.87	N/A	N/A
4 Wire Analog	NA		\$ 32.69	N/A	N/A
2 Wire DSL	NA		N/A	N/A	N/A
4 Wire DSL	NA		N/A	N/A	N/A
2 Wire ISDN Compatible	NA		\$ 10.06	N/A	N/A
CO to RT sub-loop					
4 Wire DS1 Compatible	NA		\$ 37.83	N/A	N/A
DS3 compatible subloop	NA		\$ 1,750.11	N/A	N/A
CO to SAI Sub-Loop					
2 Wire Analog	NA		\$ 4.33	N/A	N/A
4 Wire Analog	NA		\$ 20.49	N/A	N/A
2 Wire DSL	NA		\$ 4.70	N/A	N/A

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
4 Wire DSL	NA		\$ 12.65	N/A	N/A
2 Wire ISDN Compatible	NA		TBD	N/A	N/A
CO to Terminal sub-loop					
2 Wire Analog	NA		\$ 9.80	N/A	N/A
4 Wire Analog	NA		\$ 32.16	N/A	N/A
2 Wire DSL	NA		\$ 6.17	N/A	N/A
4 Wire DSL	NA		\$ 19.43	N/A	N/A
2 Wire ISDN Compatible	NA		TBD	N/A	N/A
ECS to SAI sub-loop					
2 Wire Analog	NA		\$ 0.89	N/A	N/A
4 Wire Analog	NA		\$ 5.73	N/A	N/A
2 Wire DSL	NA		\$ 0.89	N/A	N/A
4 Wire DSL	NA		\$ 5.73	N/A	N/A
ECS to Terminal sub-loop					
2 Wire Analog	NA		\$ 4.92	N/A	N/A
4 Wire Analog	NA		\$ 13.08	N/A	N/A
2 Wire DSL	NA		\$ 4.92	N/A	N/A
4 Wire DSL	NA		\$ 13.08	N/A	N/A
ECS to NID sub-loop					
2 Wire Analog	NA		\$ 6.67	N/A	N/A
4 Wire Analog	NA		\$ 19.52	N/A	N/A
2 Wire DSL	NA		\$ 6.67	N/A	N/A
4 Wire DSL	NA		\$ 19.52	N/A	N/A
SAI to Terminal sub-loop					
2 Wire Analog	NA		\$ 4.92	N/A	N/A
4 Wire Analog	NA		\$ 13.08	N/A	N/A
2 Wire DSL	NA		\$ 4.92	N/A	N/A
4 Wire DSL	NA		\$ 13.08	N/A	N/A
SAI to NID sub-loop					
2 Wire Analog	NA		\$ 6.67	N/A	N/A
4 Wire Analog	NA		\$ 19.52	N/A	N/A
2 Wire DSL	NA		\$ 6.67	N/A	N/A
4 Wire DSL	NA		\$ 19.52	N/A	N/A
Terminal to NID sub-loop					
2 Wire Analog	NA		\$ 2.96	N/A	N/A
4 Wire Analog	NA		\$ 8.25	N/A	N/A
2 Wire DSL	NA		\$ 2.96	N/A	N/A
4 Wire DSL	NA		\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges					NRC
2-Wire DSL - Simple				NRC Initial	Additional
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 247.58	\$ 64.64
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 182.41	\$ 64.64
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 250.32	\$ 56.45
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 185.15	\$ 56.45
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 245.47	\$ 69.07
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 180.23	\$ 60.59
4-Wire Analog - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 201.84	\$ 88.55

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

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
4-Wire Analog - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 220.49	\$ 69.07
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 180.23	\$ 60.59
DS1 Copper - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 362.76	\$ 142.02
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 302.57	\$ 142.02
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 223.55	\$ 132.66
DS1 Copper - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 318.69	\$ 90.56
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 258.50	\$ 90.56
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 179.48	\$ 81.19
DS1 Fiber - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 385.22	\$ 162.72
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 325.03	\$ 162.72
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 246.01	\$ 153.36
DS1 Fiber - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 321.17	\$ 91.28
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 260.98	\$ 91.28
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 181.96	\$ 81.91
DS3 - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 394.29	\$ 167.21
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 334.10	\$ 167.21
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 255.08	\$ 157.84
DS3 - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 321.46	\$ 91.57
Crossconnects, per line - (CESAR/LEX)	NA		N/A	\$ 261.27	\$ 91.57
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 182.25	\$ 82.20
Cross Connects for the Adjacent Location Method for Accessing UNEs					
Termination of CLEC Cable	NA		ICB		
Loops					
2 wire analog loop to Adjacent Location Method point of access	NA		\$ 0.45		
4 wire analog loop to Adjacent Location Method point of access	NA		\$ 0.85		
2 wire digital loop to Adjacent Location Method point of access	NA		\$ 0.45		
4 wire digital loop to Adjacent Location Method point of access	NA		\$ 0.85		
Unbundled Dedicated Transport					
DS-1 to Adjacent Location Method point of access	NA		\$ 17.95		
Switch Ports					
Analog Line Port to Adjacent Location Method point of access	NA		\$ 0.45		
ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	NA		\$ 0.45		
ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	NA		\$ 0.85		
Cross Connects for UNE Connection Methods					
Analog Loop to the UNE Connection Methods point of access					
2-Wire Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
4-Wire Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Digital Loop to the UNE Connection Methods Point of Access					
2-Wire Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
4-Wire Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Switch Ports to the UNE Connection Methods Point of Access					
Analog Line Port Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
BRI Port Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
PRI Port Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Unbundled Dedicated Transport to the UNE Connection Methods Point of Access					
DS1 Mth 1	NA		\$ 18.02		
Mth 2	NA		\$ 18.11		
Mth 3	NA		\$ 19.39		

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

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
DS3 Mth 1	NA		ICB		
Mth 2	NA		ICB		
Mth 3	NA		ICB		
LOCAL SWITCHING CAPABILITY					
Ports					
Analog Line Port/Basic Port	2- Wire Ports	/2/	\$ 0.88	@	1
Centrex Port	Centrex Port		\$ 4.37	@	1
Analog DID Trunk Port	DID Port		\$ 4.18	@	1
ISDN BRI Port	ISDN Port		\$ 14.10	@	1
ISDN PRI Trunk Port	N/A		\$ 167.18	\$ 2,820.30	1
DS1 Trunk Port	DS-1 Port		\$ 20.99	@	1
Vertical Features				NRC Initial	Additional
Call Forwarding Variable	Call Forwarding Variable	/2/	\$ 0.17	@	@
Busy Call Forwarding	Busy Call Forwarding	/2/	\$ 0.17	@	@
Delayed Call Forwarding	Delayed Call Forwarding	/2/	\$ 0.17	@	@
Call Waiting	Call Waiting	/2/	\$ 0.17	@	@
Three Way Calling	Three Way Calling	/2/	\$ 0.17	@	@
Call Screen	Call Screen	/2/	\$ 0.19	@	@
Message Waiting Indicator	Message Waiting Indicator	/2/	\$ 0.17	@	@
Repeat Dialing	Repeat Dialing	/2/	\$ 0.20	@	@
Call Return	Call Return	/2/	\$ 0.20	@	@
Call Forwarding Busy/delay	Call Forwarding Busy/delay	/2/	\$ 0.17	@	@
Remote Call Forwarding	Remote Call Forwarding	/2/	\$ 0.28	@	@
Speed Calling 8	Speed Calling 8	/2/	\$ 0.17	@	@
Speed Calling 30	Speed Calling 30	/2/	\$ 0.17	@	@
Intercom	Intercom	/2/	\$ 0.19	@	@
Intercom Plus	Intercom Plus	/2/	\$ 0.19	@	@
Remote Access to Call Fwding	Remote Access to Call Fwding	/2/	\$ 0.18	@	@
Select Call Forward	Select Call Forward	/2/	\$ 0.18	@	@
Direct -Shared	Direct -Shared	/2/	\$ 0.17	@	@
Direct -Unshared	Direct -Unshared	/2/	\$ 0.17	@	@
Call Trace	Call Trace	/2/	\$ 0.17	@	@
Speed Call 6	Speed Call 6	/2/	\$ 0.17	@	@
Call Restriction	Call Restriction	/2/	\$ 0.27	@	@
Distinctive Ringing	Distinctive Ringing	/2/	\$ 0.17	@	@
Directed Call Pickup	Directed Call Pickup	/2/	\$ 0.17	@	@
WATS Access per Port	WATS Access per Port	/2/	\$ 0.17	@	@
WATS Access per Group	WATS Access per Group	/2/	\$ 0.53	@	@
Caller ID	Caller ID	/2/	\$ 0.22	@	@
Caller ID Blocking	Caller ID Blocking	/2/	\$ 0.18	@	@
Caller Hold	Caller Hold	/2/	\$ 0.17	@	@
DNCF	DNCF	/2/	\$ 0.29	@	@
Call Waiting ID	Call Waiting ID		\$ 0.67	@	@
Anonymous Call Rejection	Anonymous Call Rejection		\$ 0.59	@	@
Call Transfer Disconnect	Call Transfer Disconnect		\$ 0.66	@	@
Basic Port/Analog Line Port Features per feature (per port)					
Hunting	Hunting	/2/	\$ 0.09	@	@
Centrex-Like Features					
Automatic Callback	NA		\$ 0.44	@	@
Call Forwarding Variable	NA		\$ 0.29	@	@
Call Forwarding BusyLine	NA		\$ 0.28	@	@
Call Forwarding Don't Answer	NA		\$ 0.28	@	@
Call Hold	NA		\$ 0.28	@	@
Call Pick-up (Group and Station)	NA		\$ 0.30	@	@
Call Waiting - Intragroup	NA		\$ 0.28	@	@
Call Waiting - Originating	NA		\$ 0.28	@	@
Call Waiting - Incoming	NA		\$ 0.28	@	@
Caller ID	NA		\$ 0.52	@	@
Caller ID Blocking	NA		\$ 0.28	@	@
Conferencing - Station Controlled - Large	NA		\$ 133.95	@	@
Conferencing - Station Controlled - Small	NA		\$ 0.33	@	@
Directed Call Pick-up - Group - Barge-In	NA		\$ 0.29	@	@
Directed Call Pick-up - Group - Non-Barge-In	NA		\$ 0.28	@	@
Distinctive Ringing and Call Waiting Tone	NA		\$ 0.29	@	@
Message Waiting Indicator - Stutter DT	NA		\$ 0.29	@	@
Remote Access to Call Forwarding	NA		\$ 0.33	@	@
Call Transfer - DID to DOD	NA		\$ 0.29	@	@
Speed Calling - Individual (6 or 8)	NA		\$ 0.28	@	@
Speed Calling - Individual (30)	NA		\$ 0.28	@	@
Speed Calling - Group (30)	NA		\$ 0.28	@	@
				@	@
DID Number Block	Custom Call Feature		\$ 1.00	@	@

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@ " INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Local Switching	Switch Usage		USAGE		
Interoffice -Originating	Interoffice -Originating				
Setup per Call	Setup per Call	/2/	\$ 0.001817		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000563		
Interoffice - Terminating	Interoffice - Terminating				
Setup per Call	Setup per Call	/2/	\$ 0.002142		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000572		
Intraoffice	Intraoffice				
Setup per Call	setup per completed message	/2/	\$ 0.004280		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.001108		
Tandem Switching	Tandem Switching - Shared transport		USAGE		
Setup per Call	Setup per attempt	/2/	\$ 0.000155		
Setup per Completed Message	Setup per Completed Message	/2/	\$ 0.000234		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000139		
TRUNK PORT TERMINATION	TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	End Office Termination		\$ 20.99	@	@
Tandem Dedicated DS1-Port	Tandem Termination		\$ 142.82	@	@
Shared Transport	Switched Transport - Shared		USAGE		
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0012590		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000210		
With Option C LSNE	N/A		ICB		
Switched Transport - Shared Overflow	Switched Transport - Shared Overflow				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011360		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021		
Switched Transport - Common	Switched Transport - Common				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.001330		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021		
Entrance Facilities	Entrance Facilities			NRC Initial	NRC Additional
DS-1	DS-1		\$ 153.46	@	@
DS-3 w/ equip	DS3		\$ 1,837.18	@	@
DS-3 w/o equip	DS 3		\$ 724.04	@	@
OC-3	OC-3		\$ 1,494.39	@	@
OC12	OC12		\$ 4,323.29	@	@
Interoffice Transport	Dedicated Transport				
DS-1	Dedicated Transport DS-1				
Fixed Mileage	Fixed Mileage		\$ 32.32	@	@
Variable Mileage	Variable Mileage per Mile		\$ 1.84	@	@
DS-3	Dedicated Transport DS-3				
Fixed Mileage	Fixed Mileage		\$ 372.70	@	@
Variable Mileage	Variable Mileage per Mile		\$ 35.72	@	@
OC3					
Fixed Mileage	Fixed Mileage		\$ 925.74	@	@
Variable Average	Variable Mileage per Mile		\$ 95.03	@	@
OC12					
Fixed Mileage	Fixed Mileage		\$ 2,673.92	@	@
Variable Mileage	Variable Mileage per Mile		\$ 366.41	@	@
MULTIPLEXING					
DS-1/DS-0 MUX	DS0/DS1		\$ 255.58	@	@
DS-3/DS-1 MUX	DS1/DS3		\$ 287.88	@	@
OC-3 to 84 DS1s (Groups of 28)	OC-3 to 84 DS1s (Groups of 28)		\$ 839.94	@	@
Statewide Average	Statewide Average				
OC-3 to 1-3 DS3	OC-3 to 1-3 DS3		\$ 658.70	@	@
Statewide Average	Statewide Average				

		Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
GENERIC TERMINOLOGY	OANAD TERMINOLOGY				
OC-3 to 1-3 EC-1	OC-3 to 1-3 EC-1		\$ 735.65	@	@
Statewide Average	Statewide Average				
OC-12 to 1-12 DS3	OC-12 to 1-12 DS3		\$ 1,177.79	@	@
Statewide Average	Statewide Average				
OC-12 to 1-12 EC1/STS-1	OC-12 to 1-12 EC1/STS-1		\$ 1,284.61	@	@
Statewide Average	Statewide Average				
Dark Fiber	Dark Fiber				
Dark Fiber -Interoffice per strand	N/A		\$ 22.90	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	N/A		\$ 0.00240	N/A	N/A
Dark Fiber Loop - CO to Customer Prem-per strand	N/A		\$ 24.82	\$ 927.33	\$ 927.33
Dark Fiber Loop - CO to Customer, per foot	N/A		\$ 0.00480	N/A	N/A
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	N/A		\$ 24.82	\$ 927.33	\$ 927.33
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	N/A		\$ 0.00270	N/A	N/A
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	N/A		\$ 26.83	\$ 926.80	\$ 926.80
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	N/A		\$ 0.00730	N/A	N/A
Dark Fiber Cross Connect - Interoffice	N/A		\$ 8.47	\$ 126.59	\$ 126.59
Dark Fiber Cross Connect - Loop/Subloop	N/A		\$ 8.46	\$ 70.29	\$ 70.29
Dark Fiber Cross Connect - Subloop	N/A		\$ 8.46	\$ 71.86	\$ 71.86
Dark Fiber - Loop Inquiry	N/A		N/A	\$ 131.60	\$ 131.60
Dark Fiber - Sub Loop Inquiry	N/A		N/A	\$ 131.60	\$ 131.60
Dark Fiber - Interoffice Inquiry	N/A		N/A	\$ 371.80	\$ 371.80
SS7	SIGNALING SYSTEM 7				
STP Port	STP Port		\$ 263.76	@	@
SS7 Link	SS7 Link		\$ 32.32	@	@
Link Mileage	N/A		\$ 1.84		
Transit Signaling	N/A		TBD		
Database Query	Database Query		USAGE		
Toll Free Database Query	800 Database - per Query		\$ 0.00231		
POTS Translations	N/A		-		
Multiple Destination & Routing	N/A		\$ 0.00040		
Six Digit Master Number List Turnaround	N/A		\$ 0.00440		
LIDB					
Validation Query (Includes SMS & Sleuth)	N/A		\$ 0.002633		
OLNS Query (Includes SMS)	N/A		\$ 0.002633		
CNAM Query (Includes SMS)	N/A		\$ 0.002666		
Query Transport (Validation and OLNS)	N/A		\$ 0.000033		
CROSS CONNECTS TO COLLOCATION	CROSS CONNECTS TO COLLOCATION			NRC	
EISCC Combined with Loop to Collocation	Voice Grade/ISDN			NRC Initial	Additional
Basic	EISCC		\$ 0.44	@	@
Jack Panel	Jack Panel		\$ 1.79	@	@
DS-0	DS-0				
EISCC Combined with Loop to Collocation	EISCC		\$ 26.07	@	@
Jack Panel	Jack Panel		\$ 5.60	@	@
DS-1	DS-1				
EISCC Combined with Loop to Collocation	EISCC		\$ 16.52	@	@
Jack Panel	Jack Panel		\$ 2.49	@	@
Repeater	N/A		\$ 24.15	@	@
DS-3	DS-3				
EISCC Combined with Loop to Collocation	EISCC		\$ 45.80	@	@
Jack Panel	Jack Panel		\$ 25.88	@	@
Repeater	N/A		\$ 101.36	@	@
EISCC Basic to Collocation	N/A				
Basic	N/A		\$ 0.44	@	@
Jack Panel	N/A		\$ 1.79	@	@
DS-0	DS-0				
Jack Panel	N/A		\$ 26.07	@	@
Repeater	N/A		\$ 5.60	@	@
DS-1	DS-1				
Jack Panel	N/A		\$ 16.52	@	@
Jack Panel	N/A		\$ 2.49	@	@
Repeater	N/A		\$ 24.15	@	@

			Notes	Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY		OANAD TERMINOLOGY		Recurring and/or Resale Discount %	"@ " INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
DS-3		N/A		\$ 45.80	@	@
Jack Panel		N/A		\$ 25.88	@	@
Repeater		N/A		\$ 101.36	@	@
OTHER						NRC
Directory Assistance					NRC Initial	Additional
Directory Assistance Rate Per Call				\$ 0.37000		
Express Call Completion						
Rate per call				\$ 0.15000		
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Directory Assistance (nationwide listing service)						
Rate per call				\$ 0.82		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				NA	\$ 1,800.00	
Directory Assistance -Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
Directory Assisatance Listing Information Services				See Tariff	Category III Services Section D-5	
Operator Services						
Fully Automated Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Rate per completed automated call				\$ 0.15000		
Operator - Assisted Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Operator Assisted Call Processing (Per work second)				\$ 0.03000		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				NA	\$ 1,800.00	
Operator Services-Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
OA/DA Trunks						
Trunk Installation per trunk				NA	\$ 500.00	\$ 184.00
BLV/I Trunks						
Trunk Installation per trunk				NA	\$ 500.00	\$ 184.00
Ancillary Equipment						
Analog Bridging						
Master Leg Plug 2-wire				\$14.10	\$24.60	
Master Leg Plug 4 wire				\$14.10	\$24.60	
2-wire Analog Bridge Plug				\$13.50	\$24.60	
4-wire Analog Bridge Plug				\$12.85	\$24.60	
Program Audio Bridging						
Program Audio Bridge				\$85.60	\$172.00	
DCS						
DS1 to DSO				See Tariff (CPUC 175-T Section 7.2		
DS3 to DS1				See Tariff (CPUC 175-T Section 7.2		
Network Reconfiguration Service (Also known as CNR)						
DCS Port Charge						
DS1				See Tariff (CPUC 175-T Section 7.2		
DS3				See Tariff (CPUC 175-T Section 7.2		
DCS Establishment Charge				See Tariff (CPUC 175-T Section 7.2		
Database Modification Charge				See Tariff (CPUC 175-T Section 7.2		
Reconfiguration Charge				See Tariff (CPUC 175-T Section 7.2		
Diverse Routing						
DS1 per point of termination				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(W/O Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DAI				Refer to California PUC D-5 for prices		

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Migration charge/NXX			NA	\$10,000.00	
Local disconnect Report (LDR) Per WTN			\$ 0.10	NA	
Message Exchange					
ME 3rd Party Host--Facility CLEC					
CLEC Billing Charge (per message)			\$ 0.05	NA	
Pacific Billing Charge (per message)			\$ 0.05		
Pacific Settlement Charge (per message)			\$ 0.016	NA	
ME PB Host--Facility CLEC					
Set-Up Charge				\$8,500.00	
Pacific Monthly Charge			\$1,200.00		
Pacific Message Processing Rate (per message)			\$0.014		
Pacific Replacement Tape Fee (per tape)			\$ 50.00		
Pacific Consulting/Training Fee (per hour)			\$80.00		
LEC Billing Rate			ICB		
CLEC Billing Rate (per message)			\$0.05		
ME 3rd Party or No Host--Resale/UNE-P CLEC					
CLEC Billing Charge (per message)			\$ 0.05	NA	
Pacific Settlement Charge (per message)			\$ 0.16		
ME PB Host--Resale/UNE CLEC					
Set-Up Charge				\$4,250.00	
Pacific Monthly Charge			\$600.00		
Pacific Message Processing Rate (per message)			\$0.014		
Pacific Message Packaging Rate (per message)			\$0.011		
Pacific Replacement Tape Fee (per tape)			\$ 50.00		
Pacific Consulting/Training Fee (per hour)			\$80.00		
LEC Billing Rate			ICB		
CLEC Billing Rate (per message)			\$0.05		
LNP Surcharge			See Tariff (FCC #1 Section13.3.16)		
Pole and Duct (Structure)			Annual		
Poles (\$/attachment/yr.)*			\$ 4.28		
Per Foot Conduit Occupancy Fees					
Inner Duct (\$/ft/yr.)			\$ 0.47		
Full Duct (\$/ft/yr)			\$ 0.94		
				Non recurring	
Contract Administration Fee				\$ 125.00	
Administrative Record-Keeping Fee				\$ 125.00	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.					
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION			USAGE		
End Office Local Termination - Interoffice Terminating					
Set up charge, per call		/2/	\$ 0.002142		
Duration charge, per MOU		/2/	\$ 0.000572		
Tandem Switching - Shared Transport					
Setup per Call		/2/	\$ 0.000155		
Setup per Completed Message		/2/	\$ 0.000234		
Holding Time per MOU		/2/	\$ 0.000139		
Switched Transport - Common					
Fixed Mileage per MOU (Fixed Mileage)			\$ 0.001330		
Variable Mileage per MOU per Mile (Variable Mileage)			\$ 0.000021		
TRANSITING-LOCAL TRAFFIC					
Setup per completion (Setup per Call)			\$ 0.0011300		
Holding term per MOU (MOU)			\$ 0.0027700		
RESALE			Resale Discounts		
			Recurring	Non recurring	
LOCAL EXCHANGE SERVICE					
Individual Line Measured Rate Residence Service			17%	17%	
Individual Line Measured Rate Business Service			17%	17%	
Individual Line Flat Rate Residence Service			17%	17%	
Farmer Line Service			17%	17%	

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
LOCAL USAGE, ZUM, and EAS					
VERTICAL SERVICES					
Three Way Calling			17%	17%	
Call Forwarding			17%	17%	
Busy Call Forwarding			17%	17%	
Delayed Call Forwarding			17%	17%	
Remote Access to Call Forwarding			17%	17%	
Call Screen			17%	17%	
Select Call Forwarding			17%	17%	
Priority Ringing			17%	17%	
Repeat Dialing			17%	17%	
Call Return			17%	17%	
Caller ID			17%	17%	
Call Waiting			17%	17%	
Speed Calling - 8 code capacity			17%	17%	
Speed Calling - 30 code capacity			17%	17%	
Intercom			17%	17%	
Intercom Plus			17%	17%	
Call Trace			17%	17%	
Caller ID on Analog Centrex-Like Lines			17%	17%	
Caller ID on PBX Lines			17%	17%	
Caller ID on Dedicated Custom 8 Service			17%	17%	
Direct Connect			17%	17%	
Usage Sensitive Custom Calling Services			17%	17%	
Premiere Communications Systems - Resale			17%	17%	
Remote Call Forwarding			17%	17%	
Direct Connect			17%	17%	
CENTREX-LIKE					
Hunting Service			17%	17%	
Airport Intercommunicating Service			17%	17%	
Central Office Electronic Tandem Switching			17%	17%	
Centrex-Like ISDN			17%	17%	
ISDN					
ISDN- BRI			17%	17%	
Primary Rate ISDN (PRI)			17%	17%	
Personal ISDN			17%	17%	
Centrex-Like ISDN					
TOLL					
Local Plus (Intralata Toll)			17%	17%	
Two-Point Message Telecommunications Service (Local Toll)			17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)					
Dedicated Access Line			17%	17%	
Custom 8 Digital Data			17%	17%	
EASY 8 Toll Free Service			17%	17%	
Easy 8 Digital Data			17%	17%	
Easy 8 Directory Assistance Listing			17%	17%	
California 976			17%	17%	
California 900			17%	17%	
Information Services Call Blocking			17%	17%	
OPTIONAL TOLL CALLING PLANS					
Resale Residence Usage Discount- Direct Discount			17%	17%	
Resale Residence Usage Discount- Service Area			17%	17%	
Resale Residence Usage Discount- Community			17%	17%	
Resale Residence Usage Discount- Easy Saver			17%	17%	
Resale Residence Usage Discount- Saver 60			17%	17%	
Resale Residence Usage Discount- Saver Plus			17%	17%	
Resale Business Usage Discount- Direct Discount			17%	17%	
Resale Business Usage Discount- Plan 50			17%	17%	
Resale Business Usage Discount- Plan 1000			17%	17%	
Resale Business Usage Discount- Volume Discount			17%	17%	
Resale Business Usage Discount - Plus			17%	17%	
DIRECTORY ASSISTANCE			17%	17%	
Nationwide Listing Services (NLS)			17%	17%	
Express Call Completion			17%	17%	
CVN Service			17%	17%	
TRUNKS					
Flat Rate Trunk			17%	17%	
Trunk Line Service			17%	17%	
Data Services					

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

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@" INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
Gigabit Ethernet Metropolitan Area Network (GigaMAN)			17%	17%	
PBX Trunks			17%	17%	
Mult-Service Optical Network (MON)			17%	17%	
OTHER					
Number Retention Service			17%	17%	
Number Referral Service			17%	17%	
Number Services (Personalized TNs)			17%	17%	
Voice Based Information Services			17%	17%	
Promotional Pricing (90 days +)			17%	17%	
Private Branch Exchange Services			17%	17%	
Short Duration Service			17%	17%	
Grandfathered Services			17%	17%	
Message Waiting Indicator (MWI++)			17%	17%	
Call Forwarding Busy Line			17%	17%	
Call Forwarding/ Don't Answer			17%	17%	
Call Forwarding Busy Line/ Don't Answer			17%	17%	
Foreign Exchange Service			17%	17%	
Foreign Prefix Service			17%	17%	
Off Premise Extensions			17%	17%	
Operator Services and Directory Assistance			17%	17%	
TELEPHONE ANSWERING SERVICE			17%	17%	
Secretarial Answering Service			17%	17%	
Occasional Service			17%	17%	
Concentrator- Identifier Service			17%	17%	
Answering Line Service			17%	17%	
DIRECT INWARD DIALING SERVICE			17%	17%	
Tie Line Service			17%	17%	
Interexchange Channel			17%	17%	
Directory Listings Alternate User Listings			17%	17%	
Business Individual Line Service			17%	17%	
Premium Subscriber Plan			17%	17%	
Premiere Subscriber Plan			17%	17%	
Power Distribution Alarm And Control System			17%	17%	
Custom Virtual Network			17%	17%	
WATS Service			17%	17%	
Basic Service Elements and					
Complementary Network Services			17%	17%	
Business Answering Lines			17%	17%	
Short Duration Service			17%	17%	
OTHER (Resale)					
On products below, for discount, if any please see applicable tariff					
Access Products			0%	0%	
Electronic Tandem Switching *			0%	0%	
Private Line Services			0%	0%	
Digital Data Over Voice			0%	0%	
Group Video			0%	0%	
High Voltage Protection			0%	0%	
Switched SMDS			0%	0%	
Switched 56			0%	0%	
All Broadband and Fast Packet Services			0%	0%	
* Pending CPUC approval of Advice Letter No. 18432					
Other Services			0%	0%	
Centrex-Like Number Retention Service			0%	0%	
Off-Premise Extension Service			0%	0%	
Promotions Exceeding 90 days			0%	0%	
Contract Plans			0%	0%	
Remote Call Forwarding			0%	0%	
COPT			0%	0%	
Labor/Network Rearrangements			0%	0%	
Visit Charge (Trouble Identification)			0%	0%	
Cable services All, IW			0%	0%	
Electronic Billing Information Data (daily usage)			\$ 0.003	NA	
per message					
Fraud Alert Referral					
Usage per Alert Referral			\$ 11.10	\$ 700.00	
Repair Transfer Service (per subsequent change)					
Recorded Name Announcement			NA	\$ 2,300.00	

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
800/888 Telephone Number			NA	\$ 750.00	
Name Announcement & Telephone Number			NA	\$ 2,400.00	
Slamming Investigation Fee			NA	\$ 50.00	
Local disconnect Report (LDR)					
Per WTN			\$ 0.10	NA	
Traffic Alert Referral Service Usage charge/alert			TBD	N/A	
End User Change Over (per billable telephone number)					
Business			\$ 5.81		
Residence			\$ 4.15		
Complex			\$ 5.81		
LNP Service Charge			\$ 0.34		
Directory Assistance				NRC Initial	NRC Additional
Call Branding					
Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
DA Services rate/ reference information					
Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change			N/A	\$ 2,200.00	\$ 1,000.00
Operator Services					
Call Branding					
Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
Operator Services rate/reference information					
Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change			N/A	\$ 2,200.00	\$ 1,000.00
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>					
/2/ The Parties acknowledge and agree that the interim rates adopted in CPUC Order# 02-05-042 are subject to adjustment, either up or down, from the effective date of this order until final rates are adopted.					
/3/ The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

		<u>Collocation Services</u>			
California		CAGE			
		QUOTE SHEET			
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$35.58
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$93.96
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$13.17	
COMMON SYSTEMS					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.42	\$105.69
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$595.00
DC Power Engineering	Per Application	NRL6P			\$847.92
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.13	\$33.35
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.13	\$31.30
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$353.36	
40 Amps	Per 40 Amps	S8FQD		\$706.72	
50 Amps	Per 50 Amps	S8FPS		\$883.40	
100 Amps	Per 100 Amps	S8FQE		\$1,449.76	
200 Amps	Per 200 Amps	S8FQF		\$2,899.53	
400 Amps	Per 400 Amps	SP1QJ		\$5,799.06	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$19.76	\$1,058.85
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$20.15	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.04	\$15.14
Bits Timing	Per two circuits	S8FQT		\$1.75	\$714.00
Space Availability Report	Per Premise	NRLYX			\$116.35
Security Access / ID Cards	Per Card	NRLZW			\$31.54
ID Card	Per Card	NONE			\$0.00
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$512.89
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$568.87
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)	NONE			\$0.00
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)	NONE			\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)	NONE			\$0.00
Cage Door & Lock	Each (CLEC Provides)	NONE			\$0.00
Backboard	Each (CLEC Provides)	NONE			\$0.00
Signage	Each (CLEC Provides)	NONE			\$0.00
Overhead light	Each (CLEC Provides)	NONE			\$0.00
AC Electrical Outlet	Each (CLEC Provides)	NONE			\$0.00
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,348.22
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$6.48	\$174.17
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$6.48	\$174.17
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$212.23	\$7,482.13
Rack - DS1 - DCS	28 DS1				

Collocation Services					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$2.97	\$472.08
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$112.71	\$4,971.18
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$1.37	\$167.01
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$8.43	\$269.73
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$1,013.24
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.29	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.19	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.26	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.59	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$19.05
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$989.09
Project Coordination	Per CLEC Application	NRL57			\$3,136.45
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$661.31
Project Coordination	Per CLEC Application Augment	NRL58			\$1,697.02
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$31.74
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$20.86
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$22.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$23.02
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.34
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$31.74

Page 616 of 1050

Collocation Services					
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$6.48	\$174.17
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$6.48	\$174.17
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$212.23	\$7,482.13
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$2.97	\$472.08
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$112.71	\$4,971.18
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$1.37	\$167.01
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$8.43	\$269.73
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL6W			\$1,013.24
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.29	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.19	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.26	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.59	
4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$19.05
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$989.09
Project Coordination	Per CLEC Application	NRL57			\$3,136.45
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$661.31
Project Coordination	Per CLEC Application Augment	NRL58			\$1,697.02
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$31.74
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$20.86
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$22.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$23.02
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.34
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$31.74

Collocation Services					
California	ADJACENT STRUCTURE				
	COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.84	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$317.73
Set Up and Wall Coring	Per Placement	S8F8E			\$5,909.54
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$847.92
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,890.50
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,890.50
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$237.62	
40 Amps	Per 40 Amps	S8FNK		\$475.23	
50 Amps	Per 50 Amps	S8FWK		\$594.04	
100 Amps	Per 100 Amps	S8FWL		\$1,188.08	
200 Amps	Per 200 Amps	S8F3U		\$2,376.16	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.08	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$3,655.28
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$804.95
Project Coordination	Per CLEC Application	NRL6Z			\$5,608.54
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$661.31
Project Coordination	Per CLEC Application Augment	NRL83			\$2,671.20
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$955.51
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls c	S8FW7		\$8.55	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.43
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)				
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)				
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)				
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL8P			\$1,348.22
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$6.48	\$174.17
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$6.48	\$174.17
Rack - Voice Grade	100 Shielded Pairs				

<u>Collocation Services</u>					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$212.23	\$7,482.13
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$2.97	\$472.08
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$112.71	\$4,971.18
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$1.37	\$167.01
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$8.43	\$269.73
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL8Q			\$1,013.24
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.29	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F58		\$0.19	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$1.26	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.59	
4 Inch Conduit	Per Placement (CLEC Provided)				
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$31.74
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$20.86
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$22.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$23.02
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.34
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$31.74

		<u>Collocation Services</u>			
California		<u>VIRTUAL COLLOCATION</u>			
		<u>QUOTE SHEET</u>			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$63.20	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$113.76	
Floor Space- Eqpt Bay/Store Cabin	Per Standard Equipment Bay	S8F66		\$63.20	
Floor Sp- Non Stand Bay/Store Cab	Per Non-Standard Bay	S8F67		\$113.76	
<u>EQUIPMENT BAYS</u>					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
<u>COMMON SYSTEMS</u>					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$20.34	
Common Systems - Non-Standard	Per Non-Standard Bay	S8F65		\$36.62	
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Placement	NRLJX			\$595.00
DC Power Engineering	Per Placement	NRLFU			\$847.92
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)				
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.76	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.78	
<u>POWER CONSUMPTION</u>					
DC Power Usage	Per Amp	S8F78		\$13.26	
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$13.57	\$3,359.89
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$20.15	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey					
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
Application Processing	Per CLEC Application	NRL1U			\$581.34
Project Coordination	Per CLEC Application	NRL59			\$3,767.07
<u>AUGMENT</u>					
Application Processing	Per CLEC Application Augment	NRL56			\$437.71
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,697.02
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>TRAINING</u>					
Communication Technician	Per 1/2 Hour	NRLJY			\$41.72
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$44.79
Power Engineer	Per 1/2 Hour	NRLNQ			\$46.04
Equipment Engineer	Per 1/2 Hour	NRLP6			\$44.68
<u>EQUIPMENT MAINTENANCE COST</u>					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$20.86
<u>EQUIPMENT EVALUATION COST</u>					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$44.68
<u>CONSTRUCTION COORDINATION</u>					
Communication Technician	Per 1/2 Hour	NRLVD			\$41.72
<u>TEST & ACCEPTANCE</u>					
Communication Technician	Per 1/2 Hour	NRLVD			\$41.72
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Placement	NRLWF			\$1,348.22

		<u>Collocation Services</u>			
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$2.83	\$174.17
Includes Rack & Maintenance-Voice	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$2.83	\$174.17
Includes Rack & Maintenance-Voice	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1	S8F8X		\$212.23	\$7,482.13
Includes Rack & Maintenance - DS1	28 DS1				
DS1 Arrangement - DSX	28 DS1	S8F8Y		\$2.97	\$472.08
Includes Rack & Maintenance - DS1	28 DS1				
DS3 Arrangement - DCS	1 DS3	S8F8Z		\$112.71	\$4,971.18
Includes Rack & Maintenance - DS3	1 DS3				
DS3 Arrangement - DSX	1 DS3	S8F81		\$1.37	\$167.01
Includes Rack & Maintenance - DS3	1 DS3				
4 Fiber Jumper	per Placement	S8F84		\$7.74	\$134.86
Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWG			\$1,093.72
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.44	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F86		\$0.29	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.88	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.88	
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.06	\$15.14
Bits Timing	Per two circuits	S8F7Z		\$2.87	\$714.00

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion		(CLEC must certify use for Residence End Users Only)		
Statewide		\$9.69	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
OSS Promotion (xDSL Loops)				
All DSL Loops, Excluding ISDN-DSL				
Statewide		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion				
Network Component		NA	\$28.15	\$12.05
Analog Line Port				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.				

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION..... 3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by TWTC to act on behalf of TWTC for purposes of accessing **PACIFIC**’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that TWTC is entitled to any particular manner of access, nor is it evidence that **PACIFIC** is limited to providing any particular manner of access. The Parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to TWTCs providing service in PACIFIC ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for PACIFIC. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any TWTC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or

extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **PACIFIC** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of TWTC for connection to **PACIFIC**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by TWTC.

***Amendment to Time Warner Contracts
Superseding Certain Compensation,
Interconnection and Trunking Provisions***

Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company ("Pacific Bell") and Time Warner Telecom of California, L.P. ("TWTC"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement in California ("Agreement"), hereby execute this Amendment.

1.0 Scope of Agreement and Lock In

1.1 This Amendment is applicable to this and any future Interconnection Agreement between Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company ("Pacific Bell") and any of its affiliates or subsidiaries which are the Incumbent Local Exchange Carrier and TWTC and any of its affiliates or subsidiaries which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (hereafter, the "Parties") through May 31, 2003, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights.

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the current or future Interconnection Agreements through May 31, 2003, will be governed by the provisions of this Amendment unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.3 During the period September 1, 2000 through May 31, 2003, neither of the Parties will seek directly or indirectly to change the rates, terms, and conditions of this Amendment except as expressly set forth herein.

1.4 TWTC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC or its Affiliates across the thirteen-state region as a whole, TWTC may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, points of interconnection or trunking requirements to which SBC or its Affiliates have agreed. This waiver includes, but is not limited to any sale of TWTC's assets, in which case TWTC shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of TWTC.

1.5 During the period September 1, 2000 through May 31, 2003, and except as stated in Section 3.1(c) or in this Section 1.5, the Parties waive any rights they may have under any provisions regarding "Intervening Law," "Changes in Law," or any similar provision regarding changes in law set forth in the underlying Agreement with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment. Notwithstanding any other provision herein, all of the rates, terms, and conditions

set forth in this Amendment shall remain fixed and binding on the Parties through May 31, 2003 and shall not be subject to any tariffs filed by either Party, nor shall the rates, terms, and conditions of this Amendment be subject to any changes in law, including but not limited to federal or state court or agency decisions, regulatory requirements imposed by a federal or state agency, changes in federal or state statutory provisions, and any provisions with respect to changes in law set forth in an underlying interconnection agreement, except as expressly set forth in this Section 1.5.

2.0 Reservations of Rights

2.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to Reciprocal Compensation obligations. By entering into this Amendment, neither party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment or in the attached Rate Schedule shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to TWTC under the terms of this Amendment shall not be construed as agreement or acquiescence by the SBC Telcos that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that Pacific Bell shall make payments for calls to ISPs to TWTC pursuant to Sections 4, 5, and 6 herein during the term of this Amendment.

2.2 The Parties continue to disagree as to where points of interconnection (“POIs”) should be established and under what rates, terms, and conditions TWTC may lease facilities from SBC and/or its affiliates to establish such POIs. By entering into this Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that TWTC and SBC and/or its affiliates shall establish POIs pursuant to the rates, terms, and conditions called for in Section 3 herein during the term of this Amendment.

3.0 Network Architecture Requirements

3.1 TWTC will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

- (a) In California and Illinois, the Parties agree that this section is satisfied if TWTC (at its sole option) establishes a physical POI either:
 - (i) at each access or local tandem in which tandem serving area TWTC has established a working telephone number local to a rate center in that tandem serving area, and each end office where TWTC maintains a

physical collocation arrangement (but only for those trunk groups associated with that end office); or

- (ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where TWTC has established a working telephone number local to that rate center.
- (b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, TWTC (at its sole option), establishes a physical POI either:
 - (i) at each access or local tandem in which tandem serving area TWTC has established a working telephone number local to a rate center in that tandem serving area, and each end office where TWTC maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or
 - (ii) within each mandatory local calling area where TWTC has established a working telephone number local to a rate center in that calling area.
- (c) The Parties agree that the waiver contained in Section 1.5 with respect to changes in law does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.
- (d) TWTC may, at its sole option, establish a physical POI by obtaining dedicated Special Access services or facilities from Pacific Bell (without the need for TWTC equipment, facilities, or collocation at the SBC offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

3.2 Where TWTC leases facilities from Pacific Bell to establish a POI, TWTC shall be required to begin paying Pacific Bell for such facilities once the facilities are jointly tested and accepted at a trunk level.

3.3 TWTC agrees to abide by Pacific Bell 's trunk engineering/administration guidelines as stated in the Interconnection Agreement, including the following:

3.3.1 When interconnecting at Pacific Bell's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

3.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The parties agree the existing architecture may remain in place and be augmented for growth as needed. The parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. Pacific Bell agrees to develop a cutover plan and project manage the cutovers with TWTC participation and agreement.

3.4 Subject to Section 3.7, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, TWTC will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.

3.5 TWTC will have six (6) months (or such other period as may be agreed to by the Parties) from the effective date of this Amendment to achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 in LATAs in which TWTC is providing service as of the date of execution of this Amendment.

3.6 For new interconnections, TWTC will achieve the DEOT criteria identified in section 3.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

3.7 Under any circumstances, TWTC will not be penalized for non-compliance with the applicable POI and DEOT criteria specified herein during the transition periods identified in Sections 3.5 and 3.6. Furthermore, TWTC will not be penalized for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from Pacific Bell's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from Pacific Bell's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether Pacific Bell's inability or failure to perform is related to a Force Majeure event as that term is described in the contract.

3.7.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where TWTC provides service as of the date of execution of this Amendment. TWTC will notify Pacific Bell of its intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC Account Manager and project manager for TWTC. TWTC and SBC will meet within 10 business days of such notice to plan the transition to any new POI. This

notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Sections 3.5 and 3.6. Nothing in this paragraph specifically or this Amendment generally shall prevent TWTC from ordering, or excuse Pacific Bell from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

3.7.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where TWTC does not provide service as of the date of execution of this Amendment. TWTC will notify its Pacific Bell Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of Pacific Bell's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

3.8 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for Pacific Bell's Switched Access service.

3.9 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on TWTC's ability to order and receive trunks in any given market.

3.10 In a blocking situation, TWTC may escalate to its Pacific Bell Account Manager in order to request a shorter interval. The Pacific Bell Account Manager will obtain the details of the request and will work directly with the Pacific Bell LSC and network organizations in order to determine if TWTC's requested interval, or a reduced interval, can be met.

4.0 Compensable Traffic:

4.1 If TWTC designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by TWTC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation. Where TWTC has established a POI pursuant to Section 3.1 of this Amendment within the transition periods identified in Sections 3.5 and 3.6, TWTC shall not be subject to any charges (including but not limited to switching and facilities charges) for the origination of Virtual Foreign Exchange traffic by Pacific Bell with respect to that specific local calling area, or other serving area as applicable in California, Nevada, Connecticut, and Ameritech territory, during the term of this Amendment. Should TWTC fail to establish a POI with respect to a specific local calling area or other serving area as applicable during the transition periods, it shall

not be subject to any charges for the origination of Virtual Foreign Exchange traffic with respect to that local calling area or serving area once it has established the relevant POI.

4.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the total Compensable Local Traffic and the balance of traffic between the Parties.

4.2.1 In determining the total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

4.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.2.3 In determining the total Compensable Local Traffic, Pacific Bell-transited minutes of use (MOUs) will be excluded from these calculations.

4.2.4 The rates for Pacific Bell-transited MOUs will be governed by the interconnection agreement.

4.3 Subject to applicable confidentiality guidelines, Pacific Bell and TWTC will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

4.3.1 Pacific Bell and TWTC agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

4.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

4.3.3 The compensation structure and rates set forth in this Amendment shall apply symmetrically for traffic terminated on either party's network.

5.0 Treatment of In-Balance traffic:

5.1 Compensable Local Traffic volume each month below a terminating/originating ratio of 3:1 will be compensated at a blended rate consisting of the applicable State-approved TELRIC rates for End Office Local Switching (70% weighting) and Tandem Transport (30% weighting).

5.2 The applicable rates for each state are specified in the Attachment to this Amendment.

6.0 Treatment of Out-of-Balance traffic:

6.1 Compensable Local Traffic volume each month exceeding a terminating/originating ratio of 3:1 is considered Out of Balance traffic. Out of Balance traffic shall be compensated at an initial starting rate, and then transitioned to the State-approved tandem switching-only rate per

minute of use in effect as of the date of execution of this Amendment. For the portion of Compensable Local Traffic volume each month below the 3:1 ratio, such traffic shall be compensated pursuant to Sections 5.1 and 5.2.

6.2 The applicable rates in each state for each year of the Agreement are specified in the Attachment to this Amendment.

7.0 This Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that the attached rate schedule applies to specified periods of time over the course of the full, three-year term of this Amendment, and is intended to be date-specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this contract under section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("Act"), and enjoy higher rates than are in effect at that point in the rate schedule.

7.1 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition herein, including without limitation, the rates listed in the attached rate schedule, which are a complete package of interrelated and averaged rates across all 13 states, and the interconnection and trunking terms, which are interrelated to the rates and network architectures described herein.

7.2 The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

8.0 By entering into this Amendment, subject to Sections 1.5, 2.0 and 4.1, Pacific Bell neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual Foreign Exchange traffic.

9.0 The Parties reserve the right to raise the matter of the appropriate treatment of Voice Over Internet Protocol (VOIP) under the Dispute Resolution provisions in this or any future Interconnection Agreements between the parties through May 31, 2003. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitration under sec. 252 of Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

10.0 Except as specifically modified by this Amendment with respect to their mutual obligations herein and subject to Section 1.5, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

11.0 This Amendment 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.

12.0 The terms contained in this Amendment and its Attachment, which are incorporated into this Amendment by this reference, constitute the entire Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.

13.0 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

14.0 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

Time Warner Telecom of California L.P.
By: Time Warner Telecom General
Partnership Its general partner,
By: Time Warner Telecom Holdings Inc.
Its managing general partner

Pacific Bell Telephone Company, by SBC
Telecommunications, Inc., its authorized
agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: President - Industry Markets

Date: _____

Date: _____

: AECN/OCN# AECN-7178, OCN-7436,
___ ACNA-TIM

ATTACHMENT: RATE SCHEDULE

<i>Time Warner Rates-In Balance Traffic (9/1/00-5/31/03)</i>													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
End Office Served	0.001700	0.001004	0.003746	0.004097	0.004241	0.003815	0.002019	0.001988	0.001843	0.002861	0.004358	SEE BELOW	
Tandem Served	0.002465	0.001461	0.005175	0.004556	0.005273	0.004697	0.003824	0.003851	0.002824	0.005347	0.006508		
Blended	0.00193	0.0011411	0.0041747	0.0042347	0.0045506	0.00408	0.002561	0.0025469	0.0021373	0.0036068	0.005003		
<i>Time Warner Rates-Out of Balance Traffic</i>													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
Year 1 (9/1/00 - 12/31/00)	0.001507	0.001004	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018
Year 1 (1/1/01 - 5/31/01)	0.001076	0.001004	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013
Year 2 (6/1/01 - 5/31/02)	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
Year 3 (6/1/02 - 5/31/03)	0.000794	0.000262	0.001072	0.000307	0.000704	0.00066	0.001805	0.001514	0.000789	0.000956	0.001665	0.00067	0.001261
California <i>(in balance)</i>	End Office:	Set Up	0.007										
	Tandem Served:	Duration	0.00187										
	Blended:	Duration	0.0041										
Nevada <i>(in balance)</i>	End Office:	Set Up	0.00311										
	Tandem Served:	Duration	0.002506										
	Blended:	Duration	0.00409										
		Duration	0.0029812										

**AMENDMENT
 TO THE INTERCONNECTION AGREEMENT
 BETWEEN
 PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
 AND
 TIME WARNER TELECOM OF CALIFORNIA, L.P.**

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California ("SBC California")¹ and Time Warner Telecom of California, L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date"); and

NOW THEREFORE the Parties agree as follows:

- I. Add a Negotiated Appendix UNE Combining, which is attached hereto and incorporated herein.
- II. Delete Attachment 6, Table 1 and replace with "Schedule UNE Combinations (California)" attached hereto and incorporated herein.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC California reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC California the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming

¹ Pacific Bell Telephone Company is now doing business in California as SBC California.

modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

V. This Amendment is effective only for the term of the Agreement.

VI. This Amendment shall be filed with and shall be subject to approval by the Public Utilities Commission of the state of California.

VII. The Parties understand and agree that by entering into this Amendment, neither Party is waiving any rights it may have under the intervening law language of the underlying Agreement but instead, each Party reserves all of its rights in that regard.

This Amendment to Interconnection Agreement was exchanged in triplicate on this 22 day of May, 2003, by SBC California, signing by and through its duly authorized representative, and Time Warner Telecom of California, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.

Signature: Tina Davis
Name: Tina Davis
Vice President and
Deputy General Counsel
(Print or Type)

Title: _____
(Print or Type)

Date: 5/14/03

Pacific Bell Telephone Company d/b/a SBC California
by SBC Telecommunications, Inc., its authorized
agent

Signature: Mike Auinbauh
Name: Mike Auinbauh

Title: For/ President-Industry Markets

Date: MAY 22 2003

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX UNE COMBINING

1. INTRODUCTION

- 1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within TWTC's Interconnection Agreement. TWTC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involving any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any **SBC-13STATE** obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, **SBC-13STATE** has no obligation to combine UNEs, or to combine a UNE with a network element possessed by TWTC.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Except upon request of TWTC, SBC-13STATE shall not separate TWTC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any UNEs not requested by TWTC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC-13STATE offering(s).
- 2.2 SBC-13STATE will not connect to or combine UNEs with any non-251(c)(3) or other SBC-13STATE offering with the exception of tariffed Collocation services.
- 2.3 UNEs may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available. TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network.

3. NEW COMBINATIONS INVOLVING UNEs

- 3.1 Subject to the provisions hereof and upon TWTC request, SBC-13STATE shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.* ") and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.
- 3.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC, SBC-13STATE shall provide written notice to TWTC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to the Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, SBC-13STATE shall initiate a proceeding before the State Commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.
- 3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE

shall be made available to TWTC as specified in the specific Schedule for a particular State.

3.3.1 A “Pre-existing Combination” shall not be considered a new combination involving UNEs under this Section. A “Pre-existing Combination” means a combination of UNEs where no physical work is required by SBC-13STATE at an SBC-13STATE premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes all orders within the definition of “Contiguous Interconnection of Network Elements.”

3.3.1.1 “Contiguous Interconnection of Network Elements” means the situation when TWTC orders all the SBC-13STATE UNEs required either:

- (1) to convert to a combinations of UNEs an SBC-13STATE End User customer, another carrier’s pre-existing End User customer served exclusively using UNEs, or TWTC’s or another carrier’s resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for TWTC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance (“OS/DA”) calls from the End User customer to be served by that Pre-Existing Combination to TWTC’s OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-13STATE, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been

established to TWTC's OS/DA platform from the relevant **SBC-13STATE** local switch, including TWTC's payment of all applicable charges to establish that routing.)

- 3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.
- 3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:
 - 3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** or TWTC from pursuing any of their respective rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including their respective rights to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by each Party. Without affecting the foregoing, this Appendix does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** or TWTC from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under the Agreement and this Appendix or otherwise, and TWTC shall thereafter be solely responsible on a prospective basis for any such non-included functions or other actions, except that prior to the disconnection of any UNEs that have already been combined and being utilized/purchased by TWTC and for which SBC-13STATE is no longer required to continue to provide, the Parties shall mutually agree upon an orderly transition of the services to prevent any disruption of such services. Upon the effective date of any regulatory, judicial, or legislative order, rule or other action setting forth new, additional, or otherwise increasing the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall offer such combining functions and comply with such regulatory, judicial, or legislative action, except to the extent stayed or similarly affected by a regulatory agency or court.

3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement and or this Appendix, to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.

- 3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations, its inclusion does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, TWTC shall issue appropriate service requests. These requests will be processed by SBC-13STATE, and TWTC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 3.3.5 Upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-13STATE in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by SBC13-STATE not included in the TWTC bona fide request, special request, or equivalent process applicable under the Agreement or this Appendix (generically referred to in this Appendix as “BFR”) under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC13-STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.
- 3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which TWTC wants SBC-13STATE to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC (as well as requests where TWTC also wants SBC-13STATE to complete the actual combination), shall be made by TWTC in accordance with the BFR.
- 3.4.1 In any such BFR, TWTC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any TWTC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between

an **SBC-13STATE** UNE and the network element(s) possessed by TWTC.

- 3.4.2 In addition to any other applicable charges, TWTC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC13-STATE** not included nor originally required in the BFR submitted by TWTC, under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. **SBC-13STATE**'s preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which TWTC requests **SBC-13STATE** to perform work not required by Section 3.1, TWTC shall be charged a market-based rate for any such work.
- 3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:
 - 3.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 3.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and
 - 3.5.5 CLEC is
 - 3.5.5.1 unable to make the combination itself; or
 - 3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5.2 ceases if **SBC-13STATE** informs CLEC in writing of such need to combine.
- 3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:

- 3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).
- 3.7 Section 3.5.5.2 shall only begin to apply thirty (30) days after written notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5.2 with respect to any request for a combination involving UNEs.
- 3.8 Nothing in this Appendix or the Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and TWTC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:
 - 3.8.1 **SBC-13STATE** will provide the UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));
 - 3.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services;
 - 3.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

- 4.1 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

SCHEDULE - UNE COMBINATIONS (California)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
EFFECTIVE _____
BETWEEN
PACIFIC BELL TELEPHONE COMPANY
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

WHEREAS, PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and TIME WARNER TELECOM OF CALIFORNIA, L.P. ("TIME WARNER") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on January 17, 2003, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date"); and

NOW THEREFORE the parties agree as follows

- I. The Agreement is amended to add the following appendix which is attached hereto and incorporated herein:

Operator Services (OS)

- II. All other terms of the Agreement will remain the same.
- III. This amendment is effective only for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Time Warner Telecom of California, L.P.
By: Time Warner Telecom General Partnership,
its general partner
By: Time Warner Telecom Holdings, Inc.,
its managing general partner

**Pacific Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
Market
(Print or Type)

Title: For/ President – Industry

Date: _____

Date: _____

AEEN/OCN # _____

**** It is SBC's position that by entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC West reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC West the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Time Warner Telecom of California, L.P.
By: Time Warner Telecom General Partnership,
its general partner
By: Time Warner Telecom Holdings, Inc.,
its managing general partner

By: Tina Davis

Name: _____
(Print or Type)

Tina Davis
Vice President and
Deputy General Counsel
Title: _____
Market _____
(Print or Type)

Date: 6/10/23

AECN/OCN # _____

**Pacific Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent

By: Christy Gehlbach

Name: Christy Gehlbach
(Print or Type)

Title: For/ President – Industry

Date: 6-18-03

**** It is SBC's position that by entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on**

APPENDIX OS

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SERVICES	3
3. DEFINITIONS	4
4. CALL BRANDING.....	5
5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION.....	6
6. INTRALATA MESSAGE RATING	6
7. HANDLING OF EMERGENCY CALLS TO OPERATOR	6
8. RESPONSIBILITIES OF THE PARTIES	6
9. METHODS AND PRACTICES.....	7
10. PRICING	7
11. MONTHLY BILLING.....	7
12. LIABILITY	7
13. TERMS OF APPENDIX	7
14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	8

APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:
 - 2.1.1 Fully Automated Call Processing
 - 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

2.1.1.2 **SBC-10STATE** and **PACIFIC/SNET** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.3 **NEVADA** - This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

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

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

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

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of

the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

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

4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

- 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **SBC-AMERITECH** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.3 **SBC-2STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SNET** - An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
- 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
- 5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.
- 5.1.2.1 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which **SBC-13STATE** agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services except to the extent caused by the negligence or willful misconduct of **SBC 13STATE**.

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.

- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

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

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

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (see, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date")².

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

- I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.³ The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.
- III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).
- VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.
- VII. 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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

³ CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

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); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or 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).

- VIII. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A

Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire)	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

	<u>Adopted UNE</u> <u>Price</u> ¹	<u>Interim</u> <u>Discount</u> ²	<u>Interim</u> <u>UNE Price</u> ³
Switching			
Ports			
2-Wire Port	\$ 2.72	69.4%	\$ 0.83
Coin Port	\$ 3.66	69.4%	\$ 1.12
Centrex Port	\$ 4.21	69.4%	\$ 1.29
DID Port	\$ 4.11	69.4%	\$ 1.26
DID Number Block	\$ 0.96	69.4%	\$ 0.29
ISDN Port	\$ 13.93	69.4%	\$ 4.26
DS1	\$ 20.63		
Switch Features			
Call Forwarding Variable	\$ 0.52	69.4%	\$ 0.16
Busy Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Delayed Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Call Waiting	\$ 0.51	69.4%	\$ 0.16
Three Way Calling	\$ 0.52	69.4%	\$ 0.16
Call Screen	\$ 0.58	69.4%	\$ 0.18
Message Waiting Indicator	\$ 0.51	69.4%	\$ 0.16
Repeat Dialing	\$ 0.61	69.4%	\$ 0.19
Call Return	\$ 0.61	69.4%	\$ 0.19
Call Forward Busy/Delay	\$ 0.51	69.4%	\$ 0.16
Speed Calling 8	\$ 0.51	69.4%	\$ 0.16
Speed Calling 30	\$ 0.51	69.4%	\$ 0.16
Intercom	\$ 0.57	69.4%	\$ 0.17
Intercom Plus	\$ 0.57	69.4%	\$ 0.17
Remote Access to Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Direct Connect - Shared	\$ 0.51	69.4%	\$ 0.16
Direct Connect - Unshared	\$ 0.51	69.4%	\$ 0.16
Select Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Call Trace	\$ 0.52	69.4%	\$ 0.16
Speed Call 6	\$ 0.51	69.4%	\$ 0.16
Call Restriction	\$ 0.84	69.4%	\$ 0.26
Distinctive Ringing	\$ 0.51	69.4%	\$ 0.16
Directed Call Pickup	\$ 0.52	69.4%	\$ 0.16
WATS Access per Port	\$ 0.51	69.4%	\$ 0.16
WATS Access per Group	\$ 1.69	69.4%	\$ 0.52
Caller I. D.	\$ 0.68	69.4%	\$ 0.21
Caller I. D. Blocking	\$ 0.53	69.4%	\$ 0.16
Call Hold	\$ 0.51	69.4%	\$ 0.16
Remote Call Forwarding	\$ 0.92	69.4%	\$ 0.28
Hunting	\$ 0.26	69.4%	\$ 0.08
DNCF	\$ 0.95	69.4%	\$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	\$ 0.00572	69.4%	\$ 0.00175
Holding Time Per MOU	\$ 0.00179	69.4%	\$ 0.00055
Interoffice - Terminating			
Setup per Call	\$ 0.00678	69.4%	\$ 0.00208
Holding Time Per MOU	\$ 0.00181	69.4%	\$ 0.00055

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
Intraoffice			
Setup per Call	\$ 0.01299	69.4%	\$ 0.00397
Holding Time Per MOU	\$ 0.00350	69.4%	\$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	\$ 0.00074	79.3%	\$ 0.00015
Setup per Completed Message	\$ 0.00112	79.3%	\$ 0.00023
Holding Time Per MOU	\$ 0.00065	79.3%	\$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	\$ 0.00546	79.3%	\$ 0.00113
Setup per Completed Message	\$ 0.00941	79.3%	\$ 0.00195
Holding Time Per MOU	\$ 0.00553	79.3%	\$ 0.00114
Trunk Port Termination			
End Office Termination	\$ 20.63	69.4%	\$ 6.31
Tandem Termination	\$ 140.03	79.3%	\$ 28.99
<u>Interoffice Transmission Facilities</u>			
Switched Transport - Shared			
Fixed Mileage per MOU	\$ 0.00120		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	\$ 0.01084		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	\$ 0.00127		
Variable Mileage per MOU per Mile	\$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	\$ 3.05		
Variable Mileage per Mile	\$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	\$ 32.15		
Variable Mileage per Mile	\$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	\$ 375.36		
Variable Mileage per Mile	\$ 36.32		
<u>Expanded Interconnection Service Cross Connect (EISCC)</u>			
Voice Grade/ISDN			
EISCC	\$ 0.40		
Jack Panel	\$ 1.68		
DS0			
EISCC	\$ 25.20		
Jack Panel	\$ 5.41		
DS1			
EISCC	\$ 16.29		
Jack Panel	\$ 2.35		
Repeater	\$ 23.87		
DS3			
EISCC	\$ 46.44		
Jack Panel	\$ 26.20		
Repeater	\$ 102.89		

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
<u>White Page Listings</u>			
CLEC Listing	\$		0.36
<u>Operator Services</u>			
Directory Assistance per call	\$		0.36
Operator Services per Work Second	\$		0.03
<u>SS7</u>			
STP Port	\$		266.11
<u>SS7 Links</u>			
<u>Voice Grade</u>			
Fixed Mileage	\$		3.05
Variable Mileage per Mile	\$		0.19
<u>DS1</u>			
Fixed Mileage	\$		32.15
Variable Mileage per Mile	\$		1.87
<u>Unbundled Loops provided over DLC to an Entrant as a Digital Facility</u>			
per Digital Facility	\$		24.28
per Voice Line Activated	\$		5.65
<u>Data Base Query</u>			
800 Database - per Query	\$		0.00213
Line Identifier Database (LIDB) - per Query	\$		0.00252
<u>Dark Fiber</u>			
Dark Fiber -Interoffice per strand	\$		11.10
Dark Fiber - Interoffice per foot	\$		0.00017
Dark Fiber Loop - CO to Customer Prem-per strand	\$		10.98
Dark Fiber Loop - CO to Customer, per foot	\$		0.00011
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	\$		10.98
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	\$		0.00011
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	\$		10.98
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	\$		0.00011
Dark Fiber Cross Connect - Interoffice	\$		6.85
Dark Fiber Cross Connect - Loop/Subloop	\$		6.85
Dark Fiber Cross Connect - Subloop	\$		6.85

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)			Revised Channel Connection (Provisioning and Maintenance)		
	Connect	Disconnect	Change	Connect	Disconnect	Change
CROSS CONNECT						
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS						
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$81.47	\$36.74	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$81.47	\$36.74	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$85.58	\$36.93	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$85.58	\$36.93	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$57.47	\$52.42	\$52.99	\$50.37	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$30.24	\$24.34	\$24.92	\$22.41	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.94	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.29	\$0.00	\$47.31	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COM	\$73.97	\$45.66	\$0.00	\$43.19	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COM	\$47.43	\$19.13	\$0.00	\$15.02	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - CC	\$73.97	\$45.66	\$0.00	\$43.19	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPL	\$47.43	\$19.13	\$0.00	\$15.02	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPI	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$47.43	\$22.62	\$0.00	\$15.02	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$27.17	\$15.87	\$27.17	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$28.18	\$18.53	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPL	\$47.31	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	\$18.03	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F.	\$47.31	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX	\$18.03	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	\$0.16	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH,	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$167.45	\$55.12	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$125.41	\$44.46	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	\$81.38	\$54.71	\$0.00	\$45.66	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	\$55.66	\$29.00	\$0.00	\$19.95	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	\$0.50	\$0.50	\$0.00	\$0.50	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU,	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
COMPLEX)								
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	\$0.00	\$0.00	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL	\$81.38	\$54.71	\$0.00	\$45.66	\$105.43	\$30.74	\$0.00	\$0.00
COMPLEX)								
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/	\$55.66	\$29.00	\$0.00	\$19.95	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAN	\$0.50	\$0.50	\$0.00	\$0.50	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MANUAL/FAX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (CESAR/LEX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MECHANIZED)								

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "*** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "***This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect	
Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site <https://net.sbc.com/calreg/>. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A Adopted Rates

<u>Link</u>	<u>Adopted UNE Price¹</u>	<u>Interim Discount²</u>	<u>Interim UNE Price³</u>
Basic or Assured Link (2-wire), xDSL	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option, ISDL *	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link, xDSL	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

*The ISDL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.

Appendix B

Non-Recurring charges for SBC - Pacific"

Revised Service Order (Providing, Ordering and Billing)				Revised Channel Connection (Providing and Maintenance)			
Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record

4 WIRE - INITIAL (MANUAL/FAX - COMPLEX), XDSL (4 wire)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59
4 WIRE - INITIAL (CESARLEX - COMPLEX), XDSL (4 wire)	\$36.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59
4 WIRE - INITIAL (MECHANIZED), XDSL (4 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESARLEX - COMPLEX)XDSL 4W	\$3.75	\$3.70	\$1.97	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)XDSL 4W	\$3.75	\$3.70	\$1.97	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED), XDSL (4 wire)	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69
4 WIRE - INITIAL (CESARLEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$18.87	\$18.87	\$8.71	\$15.76
BASIC - INITIAL (CESARLEX - SIMPLE), XDSL (2 wire)	\$30.43	\$21.38	\$24.74	\$18.87	\$18.87	\$8.71	\$15.76
BASIC - INITIAL (MECHANIZED), XDSL (2 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE), XDSL 2W	\$3.29	\$1.88	\$2.05	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESARLEX - SIMPLE), XDSL 2W	\$3.29	\$1.88	\$2.05	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED), XDSL (2 wire)	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$13.67	\$106.35	\$13.67
DIGITAL DS1 COPPER - INITIAL (CESARLEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESARLEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$106.35	\$13.67	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESARLEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESARLEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76
ISDN LINK - INITIAL (CESARLEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$18.86	\$8.71	\$15.76
ISDN LINK - ADDITIONAL (CESARLEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$18.86	\$8.71	\$15.76
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.86	\$8.71	\$15.76

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

** This rate also applies to 2-Wire Digital Loop ISDN / IDSL

**AMENDMENT TO
 INTERCONNECTION AGREEMENT
 BY AND BETWEEN
 PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
 AND
 TIME WARNER TELECOM OF CALIFORNIA, L.P.**

The Pacific Bell Telephone Company¹ d/b/a SBC California, as the Incumbent Local Exchange Carrier in California (hereafter, "ILEC " or "SBC California") and Time Warner Telecom of California, L.P., as a Competitive Local Exchange Carrier ("CLEC"), (referred to as "TWTC"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment").

1. Scope of Amendment

- 1.1 On or about July 11, 2003, ILEC made an offer to all telecommunications carriers in the state of California (the "Offer") to exchange traffic on and after August 11, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in TWTC's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and TWTC. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

- 2.1 ILEC and TWTC hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment. Section 251(b)(5) Traffic shall be compensated at the rates, terms and conditions set forth in the Appendix Pricing of the underlying Interconnection Agreement. For purposes of this Amendment, Section 251(b)(5) Traffic shall mean "Local Traffic" as defined in the underlying Interconnection Agreement.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to Competitive Local Exchange Carriers and Independent Local Exchange Carriers.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic at a rate of \$.0007 per minute of use.

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

2.2.3 Payment of Reciprocal 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. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, TWTC and ILEC agree to cap overall compensable California ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which TWTC was entitled to compensation under its California Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, TWTC and ILEC agree that ISP-bound Traffic exchanged between TWTC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether TWTC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event TWTC and ILEC have not previously exchanged ISP-bound Traffic in any one or more California LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between TWTC and ILEC for the remaining term of this Agreement in any such California LATAs.

2.4.2 In the event TWTC and ILEC have previously exchanged traffic in an California LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that California LATA, and that any ISP-bound Traffic in other California LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between TWTC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable Section 251(b)(5) Traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TWTC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TWTC and ILEC 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 2.0. 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 and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TWTC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 ILEC and TWTC agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not Section 251(b)(5) traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 This Amendment will be effective on August 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and TWTC on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after August 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after August 1, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its 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); or 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 ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC California reserves its right, to the extent SBC California has not already invoked the FCC ISP terminating compensation in SBC California and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC California the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC California, signing by and through its duly authorized representative, and Time Warner Telecom of California, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.
By: Time Warner Telecom General Partnership, its
general partner
By: Time Warner Telecom Holdings, Inc., its
managing general partner

Pacific Bell Telephone Company d/b/a SBC California
by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: For/ President - Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.**

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California¹ ("SBC California") and Time Warner Telecom of California, L.P. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on January 30, 2003, the California Public Utilities Commission ("Commission"), in Decision 03-01-077, established a non-interim monthly recurring price for the high frequency portion of the loop ("HFPL Rate") ("Decision"); and

WHEREAS, pursuant to the Commission's Decision, the effective date of the HFPL Rate was originally thirty (30) days from the effective date of the Decision ("Rate Effective Date"); and

WHEREAS, by letter dated February 26, 2003, the Commission granted SBC California an extension of time to comply with Ordering Paragraph 2 of the Decision (as to the implementation of the HFPL Rate on a prospective basis) until thirty (30) days from the time the Commission had acted on SBC California's then pending motion for stay,

WHEREAS, on or around February 1, 2003, SBC California applied the HFPL rate and provided refunds to eligible CLECs for the time period from on or around February 1, 2003 retroactive back to the date: (i) the CLEC's interim HFPL monthly recurring rate(s) with SBC California became effective between the Parties under their California Interconnection Agreement; or (ii) May 1, 2000, whichever was later; and

WHEREAS, the Commission stayed the Decision in D. 04-03-044 as to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, on May 7, 2004 the Commission issued D. 04-05-022, vacating the stay of the Decision with respect to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, this Amendment is to implement the HFPL Rate as to CLEC as of the time period from the later of: (i) on or around February 1, 2003 (to the extent CLEC had in effect interim HFPL monthly recurring rate(s) with SBC California under the Parties' California Interconnection Agreement on February 1, 2003); or (ii) the date CLEC incorporated into its Agreement an interim monthly recurring HFPL rate(s) ("Rate Effective Date")²; and

WHEREAS, the HFPL rate shall apply between the Parties on a prospective basis, subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"); and

NOW THEREFORE the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- (1) The interim HFPL monthly recurring rate(s) set forth in the underlying Agreement is hereby replaced and superseded with the following non-interim monthly recurring HFPL Rate established by the Commission in the Decision: \$0.00.
- (2) SBC California will make the appropriate billing adjustments to reflect the new HFPL Rate as of the Rate Effective Date; provided, however, the Parties agree that any billing adjustments and credits made in accordance with this Amendment do not represent adjustments for billing inaccuracies and are not subject to SBC California's obligations under the Service Performance Measurements and that performance measures and liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.
- (3) The Parties agree that entering into this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to the Decision including, without limitation, the non-interim \$0.00 HFPL Rate established by the Commission and any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review, appeal, or a stay of any the Decision and any other decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- (4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- (5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (7) This Amendment shall be filed with and shall be subject to approval by the Commission.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Time Warner Telecom of California, L.P. ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.
- II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.
- III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).
- IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

ATTACHMENT 1

Page 694 of 906				
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	New Monthly Rate
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.</i>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)		
LOOPS		LINKS		
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 9.64
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 13.01
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 26.87
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 11.93
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$ 20.49
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$ 24.79
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$ 37.02
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$ 22.79
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	\$3.11
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 10.15
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 13.56
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 27.46
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$12.46
4-wire Digital (DS1) Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 49.49
4-wire Digital (DS1) Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 64.25
4-wire Digital (DS1) Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 104.49
4-wire Digital (DS1) Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 57.42
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.15
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.12
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 0.96
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.13
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.61
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.59
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.51
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.60
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.51
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.55
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.59
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.53
DS3 LoopZone 1	U4D3X	DS3 Loops	/2/	\$482.71
DS3 Loop Zone 2	U4D3X	DS3 Loops	/2/	\$714.60
DS3 Loop Zone 3	U4D3X	DS3 Loops	/2/	\$1,411.63
DS3 Loop (Statewide) - TRO Removal	U4D3X	DS3 Loops	/2/	\$573.20
ISDL Capable Loop Option				
Zone 1		Basic - 2 Wire + ISDN Option	/2/	\$10.15
Zone 2		Basic - 2 Wire + ISDN Option	/2/	\$13.56
Zone 3		Basic - 2 Wire + ISDN Option	/2/	\$27.46
Statewide		Basic - 2 Wire + ISDN Option	/2/	\$12.46
DSL Capable Loops:				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA	/2/	\$ 9.64
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA	/2/	\$ 13.01
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA	/2/	\$ 26.87
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA	/2/	\$ 11.93
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA	/2/	\$ 9.64
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA	/2/	\$ 13.01
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA	/2/	\$ 26.87
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA	/2/	\$ 11.93
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA	/2/	\$ 9.64
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA	/2/	\$ 13.01
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA	/2/	\$ 26.87
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA	/2/	\$ 11.93
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA	/2/	\$ 9.64
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA	/2/	\$ 13.01
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA	/2/	\$ 26.87
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA	/2/	\$ 11.93
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA	/2/	\$ 9.64
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA	/2/	\$ 13.01
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA	/2/	\$ 26.87
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA	/2/	\$ 11.93
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA	/2/	\$ 9.64
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA	/2/	\$ 13.01
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA	/2/	\$ 26.87
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA	/2/	\$ 11.93
4-Wire xDSL Loop				

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

Page 695 of 906				Notes	New Monthly Rate
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY		
PSD #3 - 4-Wire xDSL Loop Zone 1		4SL1X	NA	/2/	\$ 20.49
PSD #3 - 4-Wire xDSL Loop Zone 2		4SL1X	NA	/2/	\$ 24.79
PSD #3 - 4-Wire xDSL Loop Zone 3		4SL1X	NA	/2/	\$ 37.02
PSD #3 - 4-Wire xDSL Loop Statewide /1/		4SL1X	NA	/2/	\$ 22.79
LOCAL SWITCHING CAPABILITY			Local Switching Capability		
Ports			Ports		
Analog Line Port/Basic Port/without loop		URA3X, URA4X, URA5X	2- Wire Ports	/2/	\$ 3.35
		URB3X, URB4X, URB5X		/2/	
		UBA3X, UBA4X, UBA5X		/2/	
		UBB3X, UBB4X, UBB5X		/2/	
		6DCBX,6DBRX		/2/	
		8DCBX, 8DBRX			
Analog Line Port/Basic Port/with loop		URA1S,URA2S, URB1S,			\$ 3.35
		URB2S, UBA1S,UBA2S,			
		UBB1S, UBB2S, URA1J,			
		URA2J, URB1J, URB2J,			
		UBA1J, UBA2J, UBB1J,			
		UBB2J			
		JDCBX, JDCRX			
		YDCBX,YDCRX			
		SU1WA, SU1WB, SU2WA, SU2WB			
		SUOWA, SUOWB, UAC1B, UAC1K			
		UAC2B, UAC2K, UAO1B, UAO1K			
		UAO2B, UAO2K, UAW1B, UAW1K			
		UAW2B, UAW2K, UDC1B, UDC1K			
		UDC2B, UDC2K, UDO1B, UDO1K			
		UDO2B, UDO2K, UDW1B, UDW1K			
		UDW2B, UDW2K			
Centrex Simultaneous Ring One Number (CSR ON)		S3S1X		/2/	\$0.0000
Centrex Simultaneous Ring Regular		S3M		/2/	\$0.0000
				/2/	
Centrex Port		AEPRT	Centrex Port	/2/	\$ 3.35
Analog DID Trunk Port		KUA13X, UD13X, UA11B	DID Port		\$ 6.28
		UA11K, UA12B, UA12K			
		UD11B, UD11K, UD12B			
		UD12K			
ISDN BRI Port		CN2BQ/CN3BQ	ISDN Port	/2/	\$ 5.12
Trunk Port DS1-Port		DPORT	Trunk Port Termination		\$ 135.92
Vertical Features			Switch Features		
Call Forwarding Variable		ESM	Call Forwarding Variable	/2/	\$0.0000
Busy Call Forwarding		EVB	Busy Call Forwarding	/2/	\$0.0000
Delayed Call Forwarding		EVD	Delayed Call Forwarding	/2/	\$0.0000
Call Waiting		ESX	Call Waiting	/2/	\$0.0000
Three Way Calling		ESC	Three Way Calling	/2/	\$0.0000
Call Screen		CCB	Call Screen	/2/	\$0.0000
Message Waiting Indicator		MW1	Message Waiting Indicator	/2/	\$0.0000
Repeat Dialing		CRP	Repeat Dialing	/2/	\$0.0000
Call Return		CCR	Call Return	/2/	\$0.0000
Call Forwarding Busy/delay		EVE	Call Forwarding Busy/delay	/2/	\$0.0000
Remote Call Forwarding			Remote Call Forwarding	/2/	\$0.0000
Speed Calling 8		ESL	Speed Calling 8	/2/	\$0.0000
Speed Calling 30		ESF	Speed Calling 30	/2/	\$0.0000
Intercom			Intercom	/2/	\$0.0000
Intercom Plus		HMP	Intercom Plus	/2/	\$0.0000
Remote Access to Call Fwding		RAF	Remote Access to Call Fwding	/2/	\$0.0000
Select Call Forward		CSF	Select Call Forward	/2/	\$0.0000
Direct -Shared		ESLDC	Direct -Shared	/2/	\$0.0000
Direct -Unshared		ESLDC	Direct -Unshared	/2/	\$0.0000
Call Trace		CALTR	Call Trace	/2/	\$0.0000
Speed Call 6			Speed Call 6	/2/	\$0.0000
Call Restriction			Call Restriction	/2/	\$0.0000
Distinctive Ringing			Distinctive Ringing	/2/	\$0.0000
Directed Call Pickup			Directed Call Pickup	/2/	\$0.0000
WATS Access per Port			WATS Access per Port	/2/	\$0.0000
WATS Access per Group			WATS Access per Group	/2/	\$0.0000
Caller ID		CNM	Caller ID	/2/	\$0.0000
Caller ID Blocking		CNMBK	Caller ID Blocking	/2/	\$0.0000
Caller Hold			Caller Hold	/2/	\$0.0000
DNCF			DNCF	/2/	\$0.0000
Call Waiting ID		NWL	Call Waiting ID	/2/	\$0.0000
Anonymous Call Rejection		CRE	Anonymous Call Rejection	/2/	\$0.0000
Call Transfer Disconnect - Restricted		FG3RE	Call Transfer Disconnect	/2/	\$0.0000
Call Transfer Disconnect - Unrestricted		FG3UN	Call Transfer Disconnect	/2/	\$0.0000
Basic Port/Analog Line Port Features per feature (per port)			Switch Features		

Page 2 of 4

ATTACHMENT 1

Page 696 of 906				
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	New Monthly Rate
Hunting	HUNTG	Hunting	/2/	\$0.0000
Centrex-Like Features				
Automatic Callback	SAK	NA	/2/	\$0.0000
Call Forwarding Variable	ESMCS	NA	/2/	\$0.0000
Call Forwarding BusyLine	E6GUR	NA	/2/	\$0.0000
Call Forwarding Don't Answer	E9GUR	NA	/2/	\$0.0000
Call Hold	EAB	NA	/2/	\$0.0000
Call Pick-up (Group and Station)	E3N	NA	/2/	\$0.0000
Call Waiting - Intragroup	E6N	NA	/2/	\$0.0000
Call Waiting - Originating	ESZ	NA	/2/	\$0.0000
Call Waiting - Incoming	E6CCS	NA	/2/	\$0.0000
Caller ID	CALTA, CALID	NA	/2/	\$0.0000
Caller ID Blocking	CNMCS	NA	/2/	\$0.0000
Conferencing - Station Controlled - Large	CCS, CCSLG	NA	/2/	\$0.0000
Conferencing - Station Controlled - Small	DMS6P, EAN, EAS, SWC, SWCL	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Barge-In	DMABG	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Non-Barge-In	DPG, DMA1E	NA	/2/	\$0.0000
Distinctive Ringing and Call Waiting Tone	BRT, CCN, DRR, ODT	NA	/2/	\$0.0000
Message Waiting Indicator - Stutter DT	EWS,	NA	/2/	\$0.0000
Remote Access to Call Forwarding	RAFCA	NA	/2/	\$0.0000
Call Transfer - DID to DOD	DDT	NA	/2/	\$0.0000
Speed Calling - Individual (6 or 8)	E3G	NA	/2/	\$0.0000
Speed Calling - Individual (30)	32G	NA	/2/	\$0.0000
Speed Calling - Group (30)	ESHC3	NA	/2/	\$0.0000
Local Switching		Switch Usage		
Interoffice -Originating		Interoffice -Originating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Interoffice - Terminating		Interoffice - Terminating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Intraoffice		Intraoffice		
Setup per Call		setup per completed message	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Tandem Switching		Tandem Switching - Shared transport		
Setup per Call		Setup per attempt	/2/	\$ 0.000461
Setup per Completed Message		Setup per Completed Message	/2/	\$ 0.000179
Holding Time per MOU		Holding term per MOU	/2/	\$ 0.000461
TRUNK PORT TERMINATION		TRUNK PORT TERMINATION		
End Office Dedicated DS-1 Port	EPORT	End Office Termination	/2/	\$ 142.73
Tandem Dedicated DS1-Port	TPORT	Tandem Termination	/2/	\$0.00
Entrance Facilities				
DS-3 w/o equip				\$145.94
Interoffice Transport		Dedicated Transport		
Voice Grade		Fixed Mileage	/2/	\$4.60
		Variable Mileage per Mile	/2/	\$0.010000
DS-1				
Fixed Mileage	1L5UB	Fixed Mileage	/2/	\$34.05
Variable Mileage		Variable Mileage per Mile	/2/	\$0.250000
DS-3	1L5UB	Dedicated Transport DS-3		
Fixed Mileage		Fixed Mileage	/2/	\$483.95
Variable Mileage		Variable Mileage per Mile	/2/	\$4.89
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call			/2/	\$ 0.001472
Duration charge, per MOU			/2/	\$ 0.001382
Tandem Switching - Shared Transport				
Setup per Call			/2/	\$ 0.000461
Setup per Completed Message			/2/	\$ 0.001562
Holding Time per MOU			/2/	\$ 0.000461
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. CLECs may not use both rate structures.				
/2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or				

ATTACHMENT 1

Page 697 of 906				
GENERIC TERMINOLOGY	USOC	QANAD TERMINOLOGY	Notes	New Monthly Rate
service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

This UNE Conforming Amendment and Term Extension is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Pacific Bell Telephone Company d/b/a SBC California ("SBC California") and Time Warner Telecom of California, L.P. ("TWTC").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act 251(c)"); and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act;

WHEREAS, having agreed to incorporate change in the law as specified herein, the Parties have agreed to extend the term of their interconnection agreement(s),

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended, as follows, to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 252(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1.1 Pursuant to the *TRO* and to the decision in *USTA II*, *except as provided in Paragraph 2.1*, nothing in the Agreement requires SBC California to provide to TWTC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

- (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or dark fiber transport; (iii) local circuit switching [or any other form of circuit switching]; (iv) OCn loops, DS1 or DS3 loops, or dark fiber loops; (v) the feeder portion of the loop; (vi) the "high frequency portion of the loop" (including as used in line sharing); (vii) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with TWTC's use of SBC California's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on

an unbundled basis, SBC California is not obligated to provide, and TWTC shall not request such call-related databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with TWTC's use of SBC California's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on an unbundled basis, SBC California is not obligated to provide, and TWTC shall not request, SS7 signaling under this Agreement); (ix) packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 C.F.R. § 51.319(a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) fiber-to-the-home Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC California has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC California will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.2 For purposes of this Amendment, the following elements shall be referred to as the "USTA II Elements":

- 1.2.1 local circuit switching for "mass market" customers (as used in the *TRO*) (per vacatur of 47 C.F.R. § 51.319(d)(2),(5));
- 1.2.2 DS1 and DS3 dedicated transport (per vacatur of 47 C.F.R. § 51.319(e)); and
- 1.2.3 DS1 and DS3 loops (per vacatur of 47 C.F.R. § 51.319(a)(4),(5),(7)), and dark fiber loops and transport (per vacatur of 47 C.F.R. § 51.319(e) and 47 C.F.R. § 51.319(a)(6)).

2.1 USTA II Elements. SBC California shall provide under this Agreement, on an unbundled basis, the USTA II Elements until the earlier of (a) the effective date of final unbundling rules promulgated by the FCC; or (b) the date that is six (6) months after Federal Register publication of the Order and Notice of Proposed Rulemaking, *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004) ("*Interim Order*"), that date being through March 14, 2005, except to the extent that the rates, terms and conditions are or have been superseded by (1) voluntarily negotiated agreements between SBC California and TWTC, (2) an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a pending petition for reconsideration), or (3) (with respect to rates only) a state public utility commission order raising the rates for network elements. In the event the *Interim Order* is withdrawn, vacated or stayed, or is otherwise determined to be invalid ("*Interim Order Exclusion*") prior to March 15, 2005, the Parties agree to negotiate an amendment to the Agreement consistent with the *Interim Order Exclusion*.

2.1.1 To the extent the Agreement is still in effect following the occurrence of the earlier of (a) or (b), above, the following shall occur:

- 2.1.1.1 If (a) -- The *Interim Order Exclusion* shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to each of the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below); provided, however,

that any USTA II Element for which the FCC has adopted a rule(s) requiring that such USTA II Element must be made available under Section 251(c)(3) shall continue to be provided by SBC California in accordance with rates, terms and conditions of the Agreement related to those USTA II Element(s) that were in effect prior to the Effective Date of the Amendment, to the extent they are consistent with the new FCC rule(s), all subject to any subsequent amendments permitted by the *Interim Order*. In any event, the Parties shall incorporate rates, terms and conditions that fully reflect the new FCC rule(s) for any such USTA II Element into the Agreement by an amendment, approved by the Commission.

2.1.1.2 If (b) -- The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.1.3 If (c) – The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements as of January 1, 2005 (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.2 Nothing in this Paragraph 2.1 shall affect the application of Paragraph 1.1 to elements that are *not* USTA II Elements.

3.1 Notice and Transition. In addition, if the Interim Order Exclusion ends because Section 2.1(a) occurs, and the FCC determines that one or more additional network elements are no longer required to be unbundled under Section 251(c)(3), then SBC California is not required to provide the element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to TWTC under the Agreement, and the following notice and transition procedure shall apply:

3.1.1 SBC California will provide written notice to TWTC of the fact that the network element(s) and/or the combination or other arrangement in which the network element(s) had been previously provided on an unbundled basis is no longer required to be provided. During a transitional period of sixty (60) days from the date of such notice, SBC California agrees to continue providing such network element(s) under the terms of the Agreement.

3.1.1.1 Upon receipt of such written notice, TWTC will cease new orders for such network element(s) that are identified in the SBC California notice letter. SBC California reserves the right to monitor, review, and/or reject TWTC orders transmitted to SBC California and, to the extent that the TWTC has submitted orders and such orders are provisioned after this sixty (60) day transitional period, such network elements are still subject to this Paragraph 3.1, including the TWTC options set forth in subparagraph 3.1.1.2 below, and SBC California's right of conversion in the event the TWTC options are not accomplished by the end of the sixty (60) day transitional period.

3.1.1.2 During such sixty (60) day transitional period, the following options are available to TWTC with regard to the network element(s) identified in the SBC California notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) TWTC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

- (ii) SBC California and TWTC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the sixty (60) day transitional period, unless TWTC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 3.1.1.2(i), above, and if TWTC and SBC California have failed to reach agreement, under subparagraph 3.1.1.2(ii), above, as to a substitute service arrangement or element, then SBC California will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

4. Except as prohibited or otherwise affected by the *Interim Order*, 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.
5. 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.
6. Nothing in this Amendment shall be deemed to amend or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
7. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.
8. The Parties agree that the term of their Agreement as specified in Section 5 of the General Terms and Conditions (Effective Date Term and Termination) shall be modified to read December 15, 2006. The remainder of Section 5 shall continue in full force and effect.
9. Notwithstanding any contrary provision in the Agreement, this Amendment, or any SBC California tariff, nothing contained in the Agreement, this Amendment, or any SBC California tariff shall limit SBC California'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 California Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect SBC California's obligations under the Agreement, this Amendment, any SBC California tariff, or Applicable Law.
10. Any performance measures and remedies identified in the Agreement apply solely to UNEs which SBC California is obligated to offer under Section 251(c)(3) of the Act. If an element is no longer required to be provided as an unbundled network element under this Agreement by virtue of this Amendment, SBC California will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.
11. 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 may have not yet fully incorporated into the Agreement or which may be the subject of further government review *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

12. Intervening Law: This Amendment is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the Commission. If any action of the California Commission or the federal government, including regulatory, legislative or judicial action, invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party ("Written Notice"). Further, if any action of the California Commission or of the federal government, including regulatory, legislative or judicial action, materially affects any of the rates, terms or conditions of this Amendment, the affected rates, terms and conditions shall be immediately invalidated or modified consistent with such action upon Written Notice. In the event of any such Written Notice, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. Specifically, 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 negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Agreement. In entering into this Amendment, the Parties acknowledge and agree that they have not yet modified any of the Agreement or Amendment provisions that may have been or may be impacted by any regulatory, legislative or judicial action that occurred between the date of TWTC's request for this Amendment or Agreement and the Effective Date of this Amendment or Agreement or by any of the government actions identified in this Amendment. Notwithstanding that the Parties have not yet modified any of the Agreement or this Amendment provisions to reflect any of the foregoing government actions, the Parties agree that such governmental actions should be reflected in the rates, terms and conditions of the Agreement and this Amendment. Accordingly, either Party may invoke this Section with regard to any such government actions, even after the effective date of this Amendment or the Agreement.

13. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of State of California and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by SBC California, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.
By: Time Warner Telecom General Partnership, its
general partner
By: Time Warner Telecom Holdings Inc., its
managing general partner

Pacific Bell Telephone Company d/b/a SBC California
by SBC Telecommunications, Inc., its authorized
agent

By: _____

By: _____

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Title: _____
(Print or Type)

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

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

NON-RECURRING											
Connect	USOC	Disconnect	Service Order				USOC	Channel			
			USOC	Change	USOC	Record		USOC	Disconnect	Change	Record
\$0.16	FG3RE	\$0.16	FG3RE	\$0.16	FG3RE						
\$0.16	FG3UN	\$0.16	FG3UN	\$0.16	FG3UN						
\$0.16	CRE	\$0.16	CRE	\$0.16	CRE						
\$0.16	NWL	\$0.16	NWL	\$0.16	NWL						
LINK											
\$64.12	HOX55	\$50.74	HOX56	\$53.98	HOX57	\$48.30	HOCH7	\$29.32	\$10.58	\$11.59	\$0.00
\$35.68	XOX55	\$21.93	XOX56	\$24.40	XOX57	\$19.94	SOCH7	\$29.32	\$10.58	\$11.59	\$0.00
\$0.16		\$0.16		\$0.16		\$0.00		\$29.32	\$10.58	\$11.59	\$0.00
\$3.75	HOX55	\$3.70	HOX56	\$1.97	HOX57	\$0.00	HOCH7	\$19.27	\$7.55	\$0.00	\$0.00
\$3.75	XOX55	\$3.70	XOX56	\$1.97	XOX57	\$0.00	SOCH7	\$19.27	\$7.55	\$0.00	\$0.00
\$0.00		\$0.00		\$0.00		\$0.00		\$19.27	\$7.55	\$0.00	\$0.00
\$58.50	HOX12	\$49.76	HOX14	\$53.13	HOX13	\$48.22	HOCH2	\$18.97	\$8.68	\$15.69	\$0.00
\$30.43	XOX12	\$21.38	XOX14	\$24.74	XOX13	\$19.91	SOCH2	\$18.97	\$8.68	\$15.69	\$0.00
\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.97	\$8.68	\$15.69	\$0.00
\$3.29	HOX12	\$1.88	HOX14	\$2.05	HOX13	\$0.00	HOCH2	\$12.74	\$5.85	\$0.00	\$0.00
\$3.29	XOX12	\$1.88	XOX14	\$2.05	XOX13	\$0.00	SOCH2	\$12.74	\$5.85	\$0.00	\$0.00
\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.74	\$5.85	\$0.00	\$0.00
\$58.50	HOX08	\$49.76	HOX10	\$53.13	HOX69	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00
\$30.43	XOX08	\$21.38	XOX10	\$24.74	XOX60	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00
\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.87	\$8.71	\$15.76	\$0.00
\$3.29	HOX08	\$1.88	HOX10	\$2.05	HOX69	\$0.00	HOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$3.29	XOX08	\$1.88	XOX10	\$2.05	XOX60	\$0.00	SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00
\$64.12	HOX32	\$50.74	HOX34	\$53.98	HOX33	\$48.30	HOCH2	\$18.86	\$8.71	\$15.76	\$0.00
\$35.68	XOX32	\$21.93	XOX34	\$24.40	XOX33	\$19.94	SOCH2	\$18.86	\$8.71	\$15.76	\$0.00
\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.86	\$8.71	\$15.76	\$0.00
\$3.75	HOX32	\$3.70	HOX34	\$1.97	HOX33	\$0.00	HOCH2	\$12.88	\$5.78	\$0.00	\$0.00
\$3.75	XOX32	\$3.70	XOX34	\$1.97	XOX33	\$0.00	SOCH2	\$12.88	\$5.78	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.88	\$5.78	\$0.00	\$0.00
\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
\$0.16	MOX08	\$0.16	MOX10	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
\$0.00	MOX08	\$0.00	MOX10	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
\$57.53	HOX08	\$48.94	HOX08	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
\$29.93	XOX08	\$21.03	XOX08	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
\$0.16	MOX08	\$0.16	MOX08	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
\$3.24	HOX08	\$1.85	HOX08	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
\$3.24	XOX08	\$1.85	XOX08	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
\$0.00	MOX08	\$0.00	MOX08	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00

NON-RECURRING												
Connect	USOC	Disconnect	Service Order					Channel				
			USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record	
\$64.12	HOX32	\$50.74	HOX34	\$53.98	HOX33	\$48.30	HOCH2	\$18.86	\$8.71	\$15.76	\$0.00	
\$35.68	XOX32	\$21.93	XOX34	\$24.40	XOX33	\$19.94	SOCH2	\$18.86	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.86	\$8.71	\$15.76	\$0.00	
\$3.75	HOX32	\$3.70	HOX34	\$1.97	HOX33	\$0.00		\$12.88	\$5.78	\$0.00	\$0.00	
\$3.75	XOX32	\$3.70	XOX34	\$1.97	XOX33	\$0.00		SOCH2	\$12.88	\$5.78	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.78	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$58.50	HOX32	\$49.76	HOX34	\$53.13	HOX33	\$48.22	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$30.43	XOX32	\$21.38	XOX34	\$24.74	XOX33	\$19.91	SOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00	HOCH2	\$18.87	\$8.71	\$15.76	\$0.00	
\$3.29	HOX32	\$1.88	HOX34	\$2.05	HOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$3.29	XOX32	\$1.88	XOX34	\$2.05	XOX33	\$0.00		SOCH2	\$12.88	\$5.87	\$0.00	\$0.00
\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.88	\$5.87	\$0.00	\$0.00	
\$64.12	HOX32	\$50.74	HOX34	\$53.98	HOX33	\$48.30	HOCH2	\$29.32	\$10.58	\$11.59	\$0.00	
\$35.68	XOX32	\$21.93	XOX34	\$24.40	XOX33	\$19.94	SOCH2	\$29.32	\$10.58	\$11.59	\$0.00	

	NON-RECURRING											
	Service Order								Channel			
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
Initial - mechanized	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$29.32	\$10.58	\$11.59	\$0.00
Additional - manual/fax - complex	\$3.75	HOX32	\$3.70	HOX34	\$1.97	HOX33	\$0.00	HOCH2	\$19.27	\$7.55	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.75	XOX32	\$3.70	XOX34	\$1.97	XOX33	\$0.00	SOCH2	\$19.27	\$7.55	\$0.00	\$0.00
Additional - mechanized	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.												
NETWORK INTERFACE DEVICE (NID)												
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$47.31	HSNID	\$0.00		\$0.00		\$0.00		\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$18.03	PSNID	\$0.00		\$0.00		\$0.00		\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16		\$0.00		\$0.00		\$0.00		\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX)	\$47.31	HCNID	\$0.00		\$0.00		\$0.00		\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$18.03	PCNID	\$0.00		\$0.00		\$0.00		\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16		\$0.00		\$0.00		\$0.00		\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	HCNID	\$0.00		\$0.00		\$0.00		\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	PCNID	\$0.00		\$0.00		\$0.00		\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.26	\$0.00	\$0.00	\$0.00

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

Page 708 of 906				Notes	Old Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY		Recurring	"@ " INDICATES TO REFER	
					and/or Resale	TO THE NONRECURRING	
					Discount %	PRICE SHEET FOR RATES	
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	NA		NA	\$ 81.06	\$ 21.17
	Removal of Bridged Taps and Repeaters	NRBXH	NA		NA	\$ 787.66	\$ 56.06
	Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTV	NA		NA	\$ 506.31	\$ 38.61
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A		NA	\$ 177.15	\$ 38.61
	Removal of Bridged Taps	NRBXW	N/A		NA	\$ 588.17	\$ 34.89
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A		NA	\$ 294.08	\$ 17.44
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A		NA	\$ 96.10	\$ 17.44
	Removal of Bridged Taps and Load Coils	NRBXF	N/A		NA	\$ 1,321.41	\$ 64.10
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A		NA	\$ 534.25	\$ 26.78
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A		NA	\$ 197.66	\$ 26.78
	Removal of Load Coils	NRBXZ	N/A		NA	\$ 780.05	\$ 29.22
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A		NA	\$ 260.02	\$ 9.34
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A		NA	\$ 101.56	\$ 9.34
SUB-LOOPS							NRC
ECS to SAI sub-loop							
	2 Wire Analog	U6LSA	NA		\$ 0.89	N/A	N/A
	4 Wire Analog	U6LSA	NA		\$ 5.73	N/A	N/A
	2 Wire DSL	U6LSA	NA		\$ 0.89	N/A	N/A
	4 Wire DSL	U6LSA	NA		\$ 5.73	N/A	N/A
ECS to Terminal sub-loop							
	2 Wire Analog	U6LSB	NA		\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSB	NA		\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSB	NA		\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSB	NA		\$ 13.08	N/A	N/A
ECS to NID sub-loop							
	2 Wire Analog	U6LSC	NA		\$ 6.67	N/A	N/A
	4 Wire Analog	U6LSC	NA		\$ 19.52	N/A	N/A
	2 Wire DSL	U6LSC	NA		\$ 6.67	N/A	N/A
	4 Wire DSL	U6LSC	NA		\$ 19.52	N/A	N/A
SAI to Terminal sub-loop							
	2 Wire Analog	U6LSS	NA		\$ 4.92	N/A	N/A
	4 Wire Analog	U6LSS	NA		\$ 13.08	N/A	N/A
	2 Wire DSL	U6LSS	NA		\$ 4.92	N/A	N/A
	4 Wire DSL	U6LSS	NA		\$ 13.08	N/A	N/A
SAI to NID sub-loop							
	2 Wire Analog	U6LST	NA		\$ 6.67	N/A	N/A
	4 Wire Analog	U6LST	NA		\$ 19.52	N/A	N/A
	2 Wire DSL	U6LST	NA		\$ 6.67	N/A	N/A
	4 Wire DSL	U6LST	NA		\$ 19.52	N/A	N/A
Terminal to NID sub-loop							
	2 Wire Analog	U6LSU	NA		\$ 2.96	N/A	N/A
	4 Wire Analog	U6LSU	NA		\$ 8.25	N/A	N/A
	2 Wire DSL	U6LSU	NA		\$ 2.96	N/A	N/A
	4 Wire DSL	U6LSU	NA		\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges							NRC
2-Wire DSL - Simple						NRC Initial	Additional
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	NA		N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex							
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	NA		N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple							
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	\$ 271.57	\$ 77.49
	Crossconnects, per line - (CESAR/LEX)	UCSC2	NA		N/A	\$ 207.30	\$ 77.49
	Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex							
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	\$ 242.79	\$ 53.85
	Crossconnects, per line - (CESAR/LEX)	UCSC5	NA		N/A	\$ 178.52	\$ 53.85
	Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple							
	Crossconnects, per line - (MANUAL/FAX)	UCSC1	NA		N/A	\$ 247.58	\$ 64.64
	Crossconnects, per line - (CESAR/LEX)	UCSC2	NA		N/A	\$ 182.41	\$ 64.64
	Crossconnects, per line - (MECHANIZED)	UCSC3	NA		N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex							
	Crossconnects, per line - (MANUAL/FAX)	UCSC4	NA		N/A	\$ 250.32	\$ 56.45
	Crossconnects, per line - (CESAR/LEX)	UCSC5	NA		N/A	\$ 185.15	\$ 56.45
	Crossconnects, per line - (MECHANIZED)	UCSC6	NA		N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple							
	Crossconnects, per line - (MANUAL/FAX)	UCNC1	NA		N/A	\$ 332.25	\$ 97.04
	Crossconnects, per line - (CESAR/LEX)	UCNC2	NA		N/A	\$ 267.07	\$ 97.04
	Crossconnects, per line - (MECHANIZED)	UCNC3	NA		N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex							
	Crossconnects, per line - (MANUAL/FAX)	UCNC4	NA		N/A	\$ 310.64	\$ 69.07
	Crossconnects, per line - (CESAR/LEX)	UCNC5	NA		N/A	\$ 245.47	\$ 69.07
	Crossconnects, per line - (MECHANIZED)	UCNC6	NA		N/A	\$ 180.23	\$ 60.59

Page 709 of 906			Notes	Old Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY				Recurring	"@ " INDICATES TO REFER	
				and/or Resale	TO THE NONRECURRING	
				Discount %	PRICE SHEET FOR RATES	
4-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)			UCNC1	NA	N/A	\$ 332.25 \$ 97.04
Crossconnects, per line - (CESAR/LEX))			UCNC2	NA	N/A	\$ 267.07 \$ 97.04
Crossconnects, per line - (MECHANIZED)			UCNC3	NA	N/A	\$ 201.84 \$ 88.55
4-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)			UCNC4	NA	N/A	\$ 310.64 \$ 69.07
Crossconnects, per line - (CESAR/LEX))			UCNC5	NA	N/A	\$ 220.49 \$ 69.07
Crossconnects, per line - (MECHANIZED)			UCNC6	NA	N/A	\$ 180.23 \$ 60.59
Cross Connects for the Adjacent Location Method for Accessing UNEs						
Termination of CLEC Cable			NA	ICB		
Loops						
2 wire analog loop to Adjacent Location Method point of access			UXRAA	NA	\$ 0.45	
4 wire analog loop to Adjacent Location Method point of access			UXRBA	NA	\$ 0.85	
2 wire digital loop to Adjacent Location Method point of access			UXRAA	NA	\$ 0.45	
Cross Connects for UNE Connection Methods						
Analog Loop to the UNE Connection Methods point of access						
2-Wire Mth 1			UXRA1	NA	\$ 1.57	
Mth 2			UXRA2	NA	\$ 1.62	
Mth 3			UXRA5	NA	\$ 1.68	
4-Wire Mth 1			UXRB1	NA	\$ 3.14	
Mth 2			UXRB2	NA	\$ 3.24	
Mth 3			UXRB5	NA	\$ 3.36	
Digital Loop to the UNE Connection Methods Point of Access						
2-Wire Mth 1			UXRA1	NA	\$ 1.57	
Mth 2			UXRA2	NA	\$ 1.62	
Mth 3			UXRA5	NA	\$ 1.68	
Routine Modifications						
Routine Modifications to Existing Facilities			NA	NA	NA	
Database Query			Database Query	USAGE		
Toll Free Database Query			800 Database - per Query	\$ 0.00213		
POTS Translations			N/A	-		
Multiple Destination & Routing			N/A	\$ 0.00040		
Six Digit Master Number List Turnaround			N/A	\$ 0.00440		
CROSS CONNECTS TO COLLOCATION			CROSS CONNECTS TO COLLOCATION			
EISCC Combined with Loop to Collocation			Voice Grade/ISDN		NRC Initial	NRC Additional
Basic			EISCC	\$ 0.40	@	@
Jack Panel			Jack Panel	\$ 1.68	@	@
DS-0			DS-0			
EISCC Combined with Loop to Collocation			EISCC	\$ 25.20	@	@
Jack Panel			Jack Panel	\$ 5.41	@	@
EISCC Basic to Collocation			N/A			
Basic			CCDSO, AEE1S	\$ 0.40	@	@
Jack Panel			CCJAP	\$ 1.68	@	@
DS-0			N/A	\$ 25.20	@	@
Jack Panel			CCJAP	\$ 5.41	@	@
Repeater			N/A			
OTHER						
Directory Assistance					NRC Initial	NRC Additional
Directory Assistance Rate Per Call				\$ 0.37000		
Express Call Completion						
Rate per call				\$ 0.15000		
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Directory Assistance (nationwide listing service)						
Rate per call				\$ 0.82		
Call Branding						
Establish/Change Branding Announcement (Per TOPS			BRAND	NA	\$ 1,800.00	
Directory Assistance -Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
Directory Assisatance Listing Information Services				See Tariff	Category III Services	Section D-5
Operator Services						
Fully Automated Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Rate per completed automated call				\$ 0.15000		
Operator - Assisted Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Operator Assisted Call Processing (Per work second)				\$ 0.03000		
Call Branding						
Establish/Change Branding Announcement (Per TOPS			BRAND	NA	\$ 1,800.00	
Operator Services-Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	

Page 710 of 906							
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@ " INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional	
OA/DA Trunks							
Trunk Installation per trunk	TPP6X, TPP9X			NA	\$ 500.00	\$ 184.00	
BLV/I Trunks							
Trunk Installation per trunk	TPP6X, TPP9X			NA	\$ 500.00	\$ 184.00	
Ancillary Equipment							
Analog Bridging							
Master Leg Plug 2-wire	ABPM2			\$14.10	\$24.60		
Master Leg Plug 4 wire	ABPM4			\$14.10	\$24.60		
2-wire Analog Bridge Plug				\$13.50	\$24.60		
4-wire Analog Bridge Plug				\$12.85	\$24.60		
Program Audio Bridging							
Program Audio Bridge	PAB			\$85.60	\$172.00		
Diverse Routing							
DS1 per point of termination				See Tariff (FCC #1 Section 6)			
DS3 per point of termination							
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)			
DS3 per point of termination							
(W/O Terminal Equip.)				See Tariff (FCC #1 Section 6)			
DAL				Refer to California PUC D-5 for prices			
Migration charge/NXX				NA	\$10,000.00		
Message Exchange							
ME 3rd Party Host--Facility CLEC							
CLEC Billing Charge (per message)				\$ 0.05	NA		
SBC California Billing Charge (per message)				\$ 0.05			
SBC California Settlement Charge (per message)				\$ 0.016	NA		
ME PB Host--Facility CLEC							
Set-Up Charge					\$8,500.00		
SBC California Monthly Charge				\$1,200.00			
SBC California' Message Processing Rate (per message)				\$0.014			
SBC California Replacement Tape Fee (per tape)				\$ 50.00			
SBC California Consulting/Training Fee (per hour)				\$80.00			
LEC Billing Rate				ICB			
CLEC Billing Rate (per message)				\$0.05			
ME 3rd Party or No Host--Resale/UNE-P CLEC							
CLEC Billing Charge (per message)				\$ 0.05	NA		
SBC California Settlement Charge (per message)				\$ 0.16			
ME PB Host--Resale/UNE CLEC							
Set-Up Charge					\$4,250.00		
SBC California Monthly Charge				\$600.00			
SBC California Message Processing Rate (per message)				\$0.014			
SBC California Message Packaging Rate (per message)				\$0.011			
SBC California Replacement Tape Fee (per tape)				\$ 50.00			
SBC California' Consulting/Training Fee (per hour)				\$80.00			
LEC Billing Rate				ICB			
CLEC Billing Rate (per message)				\$0.05			
LNP Surcharge				See Tariff (FCC #1 Section13.3.16)			
Pole and Duct (Structure)				Annual			
Poles (\$/attachment/yr.)*				\$ 4.28			
Per Foot Conduit Occupancy Fees							
Inner Duct (\$/ft/yr.)				\$ 0.47			
Full Duct (\$/ft/yr)				\$ 0.94			
					Non recurring		
Contract Administration Fee					\$ 125.00		
Administrative Record-Keeping Fee					\$ 125.00		
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.							
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				USAGE			
End Office Local Termination - Interoffice Terminating							
Set up charge, per call				\$ 0.001472			
Duration charge, per MOU				\$ 0.001382			
Tandem Switching - Shared Transport							
Setup per Call				\$ 0.000461			
Setup per Completed Message				\$ 0.001562			
Holding Time per MOU				\$ 0.000461			
Switched Transport - Common							
Fixed Mileage per MOU (Fixed Mileage)				\$ 0.001270			
Variable Mileage per MOU per Mile (Variable Mileage)				\$ 0.000020			
Rate for Presumed ISP-Bound Traffic as per FCC 01-131				\$ 0.000700			
RESALE				Resale Discounts			
LOCAL EXCHANGE SERVICE				Recurring	Non recurring		
Individual Line Measured Rate Residence Service				17%	17%		
Individual Line Measured Rate Business Service				17%	17%		

Page 711 of 906							
GENERIC TERMINOLOGY		USOC	ANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
Individual Line Flat Rate Residence Service					17%	17%	
Farmer Line Service					17%	17%	
LOCAL USAGE, ZUM, and EAS							
VERTICAL SERVICES							
Three Way Calling					17%	17%	
Call Forwarding					17%	17%	
Busy Call Forwarding					17%	17%	
Delayed Call Forwarding					17%	17%	
Remote Access to Call Forwarding					17%	17%	
Call Screen					17%	17%	
Select Call Forwarding					17%	17%	
Priority Ringing					17%	17%	
Repeat Dialing					17%	17%	
Call Return					17%	17%	
Caller ID					17%	17%	
Call Waiting					17%	17%	
Speed Calling - 8 code capacity					17%	17%	
Speed Calling - 30 code capacity					17%	17%	
Intercom					17%	17%	
Intercom Plus					17%	17%	
Call Trace					17%	17%	
Caller ID on Analog Centrex-Like Lines					17%	17%	
Caller ID on PBX Lines					17%	17%	
Caller ID on Dedicated Custom 8 Service					17%	17%	
Direct Connect					17%	17%	
Usage Sensitive Custom Calling Services					17%	17%	
Premiere Communications Systems - Resale					17%	17%	
Remote Call Forwarding					17%	17%	
Direct Connect					17%	17%	
CENTREX-LIKE							
Hunting Service					17%	17%	
Airport Intercommunicating Service					17%	17%	
Central Office Electronic Tandem Switching					17%	17%	
Centrex-Like ISDN					17%	17%	
ISDN							
ISDN- BRI					17%	17%	
Primary Rate ISDN (PRI)					17%	17%	
Personal ISDN					17%	17%	
Centrex-Like ISDN							
TOLL							
Local Plus (Intralata Toll)					17%	17%	
Two-Point Message Telecommunications Service (Local Toll)					17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)					17%	17%	
Dedicated Access Line					17%	17%	
Custom 8 Digital Data					17%	17%	
EASY 8 Toll Free Service					17%	17%	
Easy 8 Digital Data					17%	17%	
Easy 8 Directory Assistance Listing					17%	17%	
California 976					17%	17%	
California 900					17%	17%	
Information Services Call Blocking					17%	17%	
OPTIONAL TOLL CALLING PLANS							
Resale Residence Usage Discount- Direct Discount					17%	17%	
Resale Residence Usage Discount- Service Area					17%	17%	
Resale Residence Usage Discount- Community					17%	17%	
Resale Residence Usage Discount- Easy Saver					17%	17%	
Resale Residence Usage Discount- Saver 60					17%	17%	
Resale Residence Usage Discount- Saver Plus					17%	17%	
Resale Business Usage Discount- Direct Discount					17%	17%	
Resale Business Usage Discount- Plan 50					17%	17%	
Resale Business Usage Discount- Plan 1000					17%	17%	
Resale Business Usage Discount- Volume Discount					17%	17%	
Resale Business Usage Discount - Plus					17%	17%	
DIRECTORY ASSISTANCE					17%	17%	
Nationwide Listing Services (NLS)					17%	17%	
Express Call Completion					17%	17%	
CVN Service					17%	17%	
TRUNKS							
Flat Rate Trunk					17%	17%	
Trunk Line Service					17%	17%	
Data Services							
Gigabit Ethernet Metropolitan Area Network (GigaMAN)					17%	17%	
PBX Trunks					17%	17%	
Mult-Service Optical Network (MON)					17%	17%	
OTHER							
Number Retention Service					17%	17%	
Number Referral Service					17%	17%	
Number Services (Personalized TNs)					17%	17%	
Voice Based Information Services					17%	17%	
Promotional Pricing (90 days +)					17%	17%	
Private Branch Exchange Services					17%	17%	
Short Duration Service					17%	17%	
Grandfathered Services					17%	17%	
Message Waiting Indicator (MWI++)					17%	17%	
Call Forwarding Busy Line					17%	17%	

Page 712 of 906			Notes	Old Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY				Recurring	"@ " INDICATES TO REFER	
USOC				and/or Resale	TO THE NONRECURRING	
OANAD TERMINOLOGY				Discount %	PRICE SHEET FOR RATES	
	Call Forwarding/ Don't Answer			17%	17%	
	Call Forwarding Busy Line/ Don't Answer			17%	17%	
	Foreign Exchange Service			17%	17%	
	Foreign Prefix Service			17%	17%	
	Off Premise Extensions			17%	17%	
	Operator Services and Directory Assistance			17%	17%	
	TELEPHONE ANSWERING SERVICE			17%	17%	
	Secretarial Answering Service			17%	17%	
	Occasional Service			17%	17%	
	Concentrator- Identifier Service			17%	17%	
	Answering Line Service			17%	17%	
	DIRECT INWARD DIALING SERVICE			17%	17%	
	Tie Line Service			17%	17%	
	Interexchange Channel			17%	17%	
	Directory Listings Alternate User Listings			17%	17%	
	Business Individual Line Service			17%	17%	
	Premium Subscriber Plan			17%	17%	
	Premiere Subscriber Plan			17%	17%	
	Power Distribution Alarm And Control System			17%	17%	
	Custom Virtual Network			17%	17%	
	WATS Service			17%	17%	
	Basic Service Elements and					
	Complementary Network Services			17%	17%	
	Business Answering Lines			17%	17%	
	Short Duration Service			17%	17%	
OTHER (Resale)						
On products below, for discount, if any please see applicable tariff						
	Access Products			0%	0%	
	Electronic Tandem Switching *			0%	0%	
	Private Line Services			0%	0%	
	Digital Data Over Voice			0%	0%	
	Group Video			0%	0%	
	High Voltage Protection			0%	0%	
	Switched SMDS			0%	0%	
	Switched 56			0%	0%	
	All Broadband and Fast Packet Services			0%	0%	
	* Pending CPUC approval of Advice Letter No. 18432					
	Other Services			0%	0%	
	Centrex-Like Number Retention Service			0%	0%	
	Off-Premise Extension Service			0%	0%	
	Promotions Exceeding 90 days			0%	0%	
	Contract Plans			0%	0%	
	Remote Call Forwarding			0%	0%	
	COPT			0%	0%	
	Labor/Network Rearrangements			0%	0%	
	Visit Charge (Trouble Identification)			0%	0%	
	Cable services All, IW			0%	0%	
	Electronic Billing Information Data (daily usage)			\$ 0.003	NA	
	per message					
	Fraud Alert Referral					
	Usage per Alert Referral			\$ 11.10	\$ 700.00	
	Repair Transfer Service (per subsequent change)					
	Recorded Name Announcement			NA	\$ 2,300.00	
	800/888 Telephone Number			NA	\$ 750.00	
	Name Announcement & Telephone Number			NA	\$ 2,400.00	
	Slamming Investigation Fee			NA	\$ 50.00	
	Local disconnect Report (LDR)					
	Per WTN			\$ 0.10	NA	
	Traffic Alert Referral Service Usage charge/alert			TBD	N/A	
	End User Change Over (per billable telephone number)					
	Business			\$ 5.81		
	Residence			\$ 4.15		
	Complex			\$ 5.81		
	LNP Service Charge			\$ 0.34		
					NRC Initial	NRC Additional
	Directory Assistance					
	Call Branding					
	Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
	DA Services rate/ reference information					
	Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
	Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00
	Rate per subsequent reference change			N/A	\$ 2,200.00	\$ 1,000.00
	Operator Services					
	Call Branding					
	Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
	Operator Services rate/reference information					
	Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
	Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00

Page 713 of 906								
						Old Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY			Recurring	"@" INDICATES TO REFER	
						and/or Resale	TO THE NONRECURRING	
						Discount %	PRICE SHEET FOR RATES	
	Rate per subsequent reference change					N/A	\$ 2,200.00	\$ 1,000.00
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates							
	based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant							
	to D. 02-02-047. CLECs may not use both rate structures.							

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and **CLEC** ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on February 4, 2005, the FCC issued its Order on Remand² ("TRO Remand Order") holding among other things that an ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting CLEC for the purpose of serving end-user customers using DSO capacity loops (mass market unbundled local circuit switching" or Mass Market ULS"), and that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs;

WHEREAS, the TRO Remand Order further held that as to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, ILECs shall continue to provide access to CLEC'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 CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, upon the earlier of (a) CLEC'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; CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or March 11, 2006 ;

WHEREAS, during such transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) 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;

WHEREAS, the FCC in its TRO Remand Order also held that effective March 11, 2005, CLEC is not permitted to obtain certain new unbundled high-capacity loop and dedicated transport elements, either alone or in combination, including Dark Fiber Loops; DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable; DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable and Dark Fiber Loops and Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv) ("Affected Loop and Transport Elements");

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

WHEREAS, as to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC California will continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of: (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s); (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport);

WHEREAS, during such transitional period of time the pricing for the Affected Loop-Transport Elements shall be 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;

WHEREAS, the transition prices for Mass Market ULS/UNE-P and the Affected Loop-Transport Elements are effective March 11, 2005 and shall be herein referred to as the "FCC Rates";

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates and FCC Rates set forth on Attachments 1 and 2 to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.³

NOW, THEREFORE, the Parties agree as follows:

The recurring and non-recurring CPUC Rates and FCC Rates set forth on Attachments 1 and 2, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; the FCC Rates are effective on March 11, 2005 ("Rate Effective Dates").

- I. All rates in the Agreement not changed by Attachments 1 and 2 remain unchanged. The Parties understand and agree that the rates in Attachments 1 and 2 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision and the TRO Remand Order.
- II. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates and FCC Rates in Attachments 1 and 2 necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).

³Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. 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"); 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).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
<u>This Pricing Appendix contains certain recurring and some non-recurring rates established with final rates in D. 05-03-026.</u>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)				
NID Interface		NRO	@	@
NID Premise Visit		NRO	@	@
LOOPS				
2-Wire Analog Zone 1	/2/	\$ 9.48	@	@
2-Wire Analog Zone 2	/2/	\$ 12.79	@	@
2-Wire Analog Zone 3	/2/	\$ 26.43	@	@
2-Wire Analog Statewide /1/	/2/	\$ 11.73	@	@
4-Wire Analog Zone 1	/2/	\$ 20.15	@	@
4-Wire Analog Zone 2	/2/	\$ 24.38	@	@
4-Wire Analog Zone 3	/2/	\$ 36.41	@	@
4-Wire Analog Statewide /1/	/2/	\$ 22.41	@	@
4-Wire - CO Facility Interface Connection	/2/	\$3.06	@	@
2-wire Digital Zone 1	/2/	\$ 9.98	@	@
2-wire Digital Zone 2	/2/	\$ 13.34	@	@
2-wire Digital Zone 3	/2/	\$ 27.01	@	@
2-wire Digital Statewide /1/	/2/	\$ 12.25	@	@
4-wire Digital (DS1) Zone 1	/2/, /3/	\$ 48.67	@	@
4-wire Digital (DS1) Zone 2	/2/, /3/	\$ 63.19	@	@
4-wire Digital (DS1) Zone 3	/2/, /3/	\$ 102.76	@	@
4-wire Digital (DS1) Statewide /1/	/2/, /3/	\$ 56.47	@	@
Digital - DS3 Loop Zone 1	/2/, /3/	\$ 474.73	@	@
Digital - DS3 Loop Zone 2	/2/, /3/	\$ 702.79	@	@
Digital - DS3 Loop Zone 3	/2/, /3/	\$ 1,388.30	@	@
Digital - DS3 Loop Statewide /1/	/2/, /3/	\$ 563.73	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	\$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	\$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	\$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	\$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	/2/	\$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	/2/	\$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	/2/	\$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	/2/	\$ 0.52	@	@
IDSL Capable Loop Option				
Zone 1	/2/	\$ 9.98	@	@
Zone 2	/2/	\$ 13.34	@	@
Zone 3	/2/	\$ 27.01	@	@
Statewide /1/	/2/	\$ 12.25	@	@
DSL Capable Loops				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@

Page 718 of 906

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
PSD #5 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	/2/	\$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	/2/	\$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	/2/	\$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	/2/	\$ 11.73	@	@
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	/2/	\$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	/2/	\$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	/2/	\$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	/2/	\$ 22.41	@	@
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port/without loop	/2/	\$ 4.29	@	@
Analog Line Port/Basic Port/with loop	/2/	\$ 4.29	@	@
Coin Port	/2/	\$ 4.29	@	@
Centrex Port	/2/	\$ 4.29	@	@
Analog DID Trunk Port	/2/	\$ 7.18	@	@
DID Number Block	/2/	\$ 0.94		
ISDN BRI Port	/2/	\$ 6.04	@	@
Trunk Port DS1-Port	/2/	\$ 133.67	@	@
Vertical Features				
Call Forwarding Variable	/2/	\$0.0000	@	@
Busy Call Forwarding	/2/	\$0.0000	@	@
Delayed Call Forwarding	/2/	\$0.0000	@	@
Call Waiting	/2/	\$0.0000	@	@
Three Way Calling	/2/	\$0.0000	@	@
Call Screen	/2/	\$0.0000	@	@
Message Waiting Indicator	/2/	\$0.0000	@	@
Repeat Dialing	/2/	\$0.0000	@	@
Call Return	/2/	\$0.0000	@	@
Call Forwarding Busy/delay	/2/	\$0.0000	@	@
Remote Call Forwarding	/2/	\$0.0000	@	@
Speed Calling 8	/2/	\$0.0000	@	@
Speed Calling 30	/2/	\$0.0000	@	@
Intercom	/2/	\$0.0000	@	@
Intercom Plus	/2/	\$0.0000	@	@
Remote Access to Call Fwding	/2/	\$0.0000	@	@
Select Call Forward	/2/	\$0.0000	@	@
Direct -Shared	/2/	\$0.0000	@	@
Direct -Unshared	/2/	\$0.0000	@	@
Call Trace	/2/	\$0.0000	@	@
Speed Call 6	/2/	\$0.0000	@	@
Call Restriction	/2/	\$0.0000	@	@
Distinctive Ringing	/2/	\$0.0000	@	@
Directed Call Pickup	/2/	\$0.0000	@	@
WATS Access per Port	/2/	\$0.0000	@	@
WATS Access per Group	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@
Caller ID Blocking	/2/	\$0.0000	@	@
Caller Hold	/2/	\$0.0000	@	@
DNCF	/2/	\$0.0000	@	@
Call Waiting ID	/2/	\$0.0000	@	@
Anonymous Call Rejection	/2/	\$0.0000	@	@
Call Transfer Disconnect - Restricted	/2/	\$0.0000	@	@
Call Transfer Disconnect - Unrestricted	/2/	\$0.0000	@	@
Basic Port/Analog Line Port Features per feature (per port)				
Hunting	/2/	\$0.0000	@	@
Centrex-Like Features				
Automatic Callback	/2/	\$0.0000	@	@
Call Forwarding Variable	/2/	\$0.0000	@	@
Call Forwarding BusyLine	/2/	\$0.0000	@	@
Call Forwarding Don't Answer	/2/	\$0.0000	@	@
Call Hold	/2/	\$0.0000	@	@
Call Pick-up (Group and Station)	/2/	\$0.0000	@	@
Call Waiting - Intragroup	/2/	\$0.0000	@	@
Call Waiting - Originating	/2/	\$0.0000	@	@
Call Waiting - Incoming	/2/	\$0.0000	@	@
Caller ID	/2/	\$0.0000	@	@

Page 719 of 906

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Caller ID Blocking	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Large	/2/	\$0.0000	@	@
Conferencing - Station Controlled - Small	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Barge-In	/2/	\$0.0000	@	@
Directed Call Pick-up - Group - Non-Barge-In	/2/	\$0.0000	@	@
Distinctive Ringing and Call Waiting Tone	/2/	\$0.0000	@	@
Message Waiting Indicator - Stutter DT	/2/	\$0.0000	@	@
Remote Access to Call Forwarding	/2/	\$0.0000	@	@
Call Transfer - DID to DOD	/2/	\$0.0000	@	@
Speed Calling - Individual (6 or 8)	/2/	\$0.0000	@	@
Speed Calling - Individual (30)	/2/	\$0.0000	@	@
Speed Calling - Group (30)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring One Number (CSR ON)	/2/	\$0.0000	@	@
Centrex Simultaneous Ring Regular	/2/	\$0.0000	@	@
Local Switching				
Interoffice -Originating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Interoffice - Terminating				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Intraoffice				
Setup per Call	/2/	\$0.0000		
Holding Time per MOU	/2/	\$0.0000		
Tandem Switching				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.000176		
Holding Time per MOU	/2/	\$ 0.000453		
TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	/2/	\$ 140.37	@	@
Tandem Dedicated DS1-Port	/2/	\$0.00	@	@
Interoffice Transmission Facility				
Shared Transport				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Shared Overflow				
Fixed Mileage	/2/	\$0.010665		
Variable Mileage	/2/	\$0.000021		
Switched Transport - Common				
Fixed Mileage	/2/	\$0.001251		
Variable Mileage	/2/	\$0.000021		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
Per Digital Facility	/2/	\$ 23.88	@	@
Per Voice Line Activated	/2/	\$ 5.56	@	@
Entrance Facilities				
Voice Grade (2W)	/2/	\$ 22.37	@	@
Voice Grade (4W)	/2/	\$ 44.84	@	@
DS1	/2/	\$ 150.05	@	@
DS3 w/equipment	/2/	\$ 1,834.49	@	@
DS-3 w/o equip	/2/	\$ 143.53	@	@
Expanded Interconnection Service Cross Connect (EISCC)				
Basic/Voice Grade/ISDN				
EISCC	/2/	\$0.40	@	@
Jack Panel	/2/	\$1.65	@	@
DS0				
EISCC	/2/	\$24.78	@	@
Jack Panel	/2/	\$5.32	@	@
DS1				
EISCC	/2/, /3/, /4/	\$16.02	@	@
Jack Panel	/2/	\$2.31	@	@
Repeater	/2/	\$23.47	@	@
DS3				
EISCC	/2/, /3/, /4/	\$45.68	@	@
Jack Panel	/2/	\$25.77	@	@
Repeater	/2/	\$101.19	@	@

Page 720 of 906

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
Dark Fiber				
Dark Fiber - Interoffice per strand	/2/, /4/, /5/	\$10.92	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	/2/, /4/, /5/	\$0.000167	N/A	N/A
Dark Fiber Loop - CO to Customer Prem, per strand	/2/, /5/	\$10.80	\$ 927.33	\$ 927.33
Dark Fiber Loop - CO to Customer, per foot	/2/, /5/	\$0.000108	N/A	N/A
Dark Fiber Cross Connect - Interoffice	/2/, /4/, /5/	\$6.74	\$ 126.59	\$ 126.59
Dark Fiber Cross Connect - Loop	/2/, /5/	\$6.74	\$ 70.29	\$ 70.29
Dark Fiber - Loop Inquiry	/2/		\$ 131.60	\$ 131.60
Dark Fiber - Interoffice Inquiry	/2/		\$ 371.80	\$ 371.80
Interoffice Transport				
Voice Grade				
Fixed Mileage	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1				
Fixed Mileage	/2/, /4/	\$ 33.49	@	@
Variable Mileage	/2/, /4/	\$ 0.25	@	@
DS-3				
Fixed Mileage	/2/, /4/	\$ 475.95	@	@
Variable Mileage	/2/, /4/	\$ 4.81	@	@
MULTIPLEXING				
DS-1/DS-0 MUX	/2/	\$ 255.54	@	@
DS-3/DS-1 MUX	/2/	\$ 287.85	@	@
DIGITAL CROSS CONNECT SYSTEM (DCS) - Multiplexing				
DS0/DS1 Per Channel	/2/	\$ 10.65	@	@
DS1/DS3 Per Channel	/2/	\$ 10.28	@	@
White Page Listings				
CLEC Listing	/2/	\$ 0.35	@	@
Operator Services				
Directory Assistance per call	/2/	\$ 0.35	@	@
Operator Services per Work Second	/2/	\$ 0.03	@	@
Data Base Query				
800 - Database - Per Query	/2/	0.002095	@	@
Line Information Database (LIDB) - Per Query	/2/	0.002478	@	@
Validation Query	/2/	0.002478	@	@
OLNS Query	/2/	0.002478	@	@
CNAM Query	/2/	0.002478	@	@
SS7 SIGNALING SYSTEM 7				
SS7 Links				
Voice Grade Fixed	/2/	\$ 4.52	@	@
Variable Mileage	/2/	\$ 0.01	@	@
DS-1 Fixed	/2/	\$ 31.62	@	@
Variable Mileage	/2/	\$ 1.84	@	@
STP Port	/2/	\$ 261.71	@	@
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call	/2/	\$ 0.001448		
Duration charge, per MOU	/2/	\$ 0.001360		
Tandem Switching - Shared Transport				
Setup per Call	/2/	\$ 0.000453		
Setup per Completed Message	/2/	\$ 0.001536		
Holding Time per MOU	/2/	\$ 0.000453		
Switch Transport Common				
Fixed Mileage	/2/	\$0.001182		
Variable Mileage	/2/	\$0.000021		
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. <u>CLECs may not use both rate structures.</u>				

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.			
/3/	To the extent CLEC is ordering DS1/DS3 loops and associated cross connects in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/4/	To the extent CLEC is ordering DS1/DS3 transport and associated cross connects and mileage in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) or Dark Fiber Transport and associated cross connects and mileage between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/5/	SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate			

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 722 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS									
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT									
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING									
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 723 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)									
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT									
CENTREX STATION FEATURES - INITIAL (MAN/FAX	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	/1/	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 724 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) DEDICATED TRANSPORT									
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) ENTRANCE FACILITY									
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	/1/	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 725 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK									
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$18.87	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.57	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DSL CAPABLE LOOPS:									
2-Wire Digital Loop ISDN/IDSL									
PSD #1 - 2-Wire Digital Loop ISDN/IDSL									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 726 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
2-Wire xDSL Loop									
PSD #1 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop									
PSD #3 - 4-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC/CA/CLEC

Page 727 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Initial - mechanized	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	/1/	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$2.02	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)									
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

ATTACHMENT 2
SBC CA/CLEC

Page 728 of 906

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES									
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION									
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.									

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and **CLEC** ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026") included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

¹Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, THEREFORE, the Parties agree as follows:

- I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- III. All rates in the Agreement not changed by Attachments A and B remain unchanged.
- IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. 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"); 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).
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Time Warner Telecom of California, L.P. ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, the Parties agree to amend the Agreement with rates, terms and conditions for collocation;

NOW, THEREFORE, the Parties agree that the Agreement is hereby amended as follows:

(1) Replace the existing Appendix Physical Collocation with a Negotiated Appendix Physical Collocation, which is attached hereto and incorporated herein by this reference.

(2) Replace the existing Appendix Virtual Collocation with a Negotiated Appendix Virtual Collocation, which is attached hereto and incorporated herein by this reference.

(3) Replace the existing Collocation Rate Summary with a Negotiated Collocation Rate Summary, which is attached hereto and incorporated herein by this reference.

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED..

(6) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC California shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue

¹Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). . The Parties acknowledge and agree that SBC California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in a Separate Reciprocal Compensation Amendment between the Parties. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(7) This Amendment shall be filed with and is subject to approval by the California Public Utilities Commission ("commission") and shall become effective upon filing with the Commission ("Amendment Effective Date") of the Advice Letter under which this Amendment is submitted. In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the Commission, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection and/or modification shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by SBC California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX PHYSICAL COLLOCATION

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	DEFINITIONS.....	4
3.	LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS.....	6
4.	RESPONSIBILITIES OF SBC CALIFORNIA.....	7
5.	OBLIGATIONS OF THE COLLOCATOR	9
6.	ORDERING AND PROVISIONING	12
7.	USE BY OTHER LOCAL SERVICE PROVIDERS	29
8.	FIBER OPTIC CABLE AND DEMARCATION POINT	30
9.	USE OF DEDICATED SPACE	31
10.	STANDARDS	34
11.	RE-ENTRY	35
12.	INDEMNIFICATION OF SBC CALIFORNIA.....	36
13.	SERVICES AND MAINTENANCE	36
14.	SBC CALIFORNIA's RIGHT OF ACCESS.....	37
15.	GENERAL	37
16.	PREPARATION CHARGES	38
17.	CHARGES.....	39
18.	REGENERATION.....	39
19.	RATE REGULATIONS.....	40
20.	RATES AND CHARGES – ILEC PRICING SCHEDULE	53
21.	CDOW (CLEC DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES.....	53

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

1.1 Process

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

1.2 Scope

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

1.3 Purpose

Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC CALIFORNIA's Lawful Unbundled Network Elements (Lawful UNE) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

- 1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from SBC CALIFORNIA pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any SBC CALIFORNIA tariff, and agree not to so purchase or attempt to so purchase from any SBC CALIFORNIA tariff that provides for 251(c)(6) Physical Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC CALIFORNIA to enforce the foregoing (including if SBC CALIFORNIA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Physical Collocation under tariff to telecommunications carrier or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC CALIFORNIA may either reject any application or order for 251(c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, SBC CALIFORNIA may process any order for any 251(c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Physical Collocation provided under tariff, to this Appendix, effective

as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

2. DEFINITIONS

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

- will be placed. SBC CALIFORNIA will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 Augment - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC CALIFORNIA or other collocators. SBC CALIFORNIA also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and SBC CALIFORNIA is not reached regarding the Custom Work Charge, SBC CALIFORNIA shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC CALIFORNIA shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC CALIFORNIA that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC CALIFORNIA shall file the appropriate interconnection agreement amendment. However, SBC CALIFORNIA shall not delay completion of such work during the agreement approval process. SBC CALIFORNIA shall perform such work based upon provisional rates, subject to true up.
- 2.7 Day – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC CALIFORNIA Eligible Structure.
- 2.9 Eligible Structure - Eligible Structure refers to SBC CALIFORNIA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC CALIFORNIA that house its network facilities, and all structures that house SBC CALIFORNIA's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for SBC and for TWTC in SBC eligible structures in all collocation footprints areas and/or SBC common areas in the technologies and geographical locations for which they are approved SBC.
- 2.12 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC CALIFORNIA may make a determination that space in an Eligible Structure is legitimately exhausted, SBC CALIFORNIA must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC

CALIFORNIA's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC CALIFORNIA may reserve space for transport equipment for current year plus two years. Additionally, SBC CALIFORNIA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC CALIFORNIA or for future use by SBC CALIFORNIA or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC CALIFORNIA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.

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

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

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

3.2 Third Parties

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

3.3 Force Majeure Events

- 3.3.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4. RESPONSIBILITIES OF SBC CALIFORNIA

4.1 Right to Use; Multiple Dedicated Spaces

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

4.2 Contact Numbers

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

4.3 Trouble Status Reports

- 4.3.1 SBC CALIFORNIA is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SBC CALIFORNIA will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC CALIFORNIA is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by the Collocator.

4.4 Service Coordination

- 4.4.1 SBC CALIFORNIA is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

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

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

4.5.2 Damage to Eligible Structure

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

4.6 Construction Notification

- 4.6.1 SBC CALIFORNIA will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the

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

4.7 Construction Inspections

- 4.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time SBC CALIFORNIA's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

- 5.2.1 The Collocator is responsible for providing to SBC CALIFORNIA personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

5.3 Trouble Report

- 5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC CALIFORNIA of significant outages or operations problems which could impact or degrade SBC CALIFORNIA's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by SBC CALIFORNIA.

5.4 Removal

- 5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical

Collocation arrangement. After such time, SBC CALIFORNIA may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC CALIFORNIA, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SBC CALIFORNIA harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

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

5.6 Safety

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

5.7 Collocator's Equipment and Facilities

- 5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
- 5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;
 - 5.7.1.2 its equipment;
 - 5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
 - 5.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

5.7.2 SBC CALIFORNIA neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

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

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC CALIFORNIA and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC CALIFORNIA will be named as an Additional Insured on the Commercial General Liability policy.

5.8.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases SBC CALIFORNIA from and waives any and all right of recovery, claim, action or cause of action against SBC CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC CALIFORNIA, and any rights of Collocator against SBC CALIFORNIA for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC CALIFORNIA has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

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

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC CALIFORNIA as well. If a certificate is not received, SBC CALIFORNIA will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC CALIFORNIA, and SBC CALIFORNIA may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC CALIFORNIA will invoice Collocator for the costs incurred to so acquire insurance.

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

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

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

5.8.2 Self-Insured

- 5.8.2.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

SBC CALIFORNIA will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

- 6.1.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC CALIFORNIA within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

- 6.1.1.1.1 SBC CALIFORNIA will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges

in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SBC CALIFORNIA premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

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

6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by SBC CALIFORNIA in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that SBC CALIFORNIA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 21.3 following applies.

6.1.1.2 Caged Shared Collocation - SBC CALIFORNIA will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 7.1 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – SBC CALIFORNIA will provide Caged Common Collocation as set forth in Section 7.1.1 following.

6.1.1.4 Cageless Collocation - SBC CALIFORNIA will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC CALIFORNIA will provide space in single bay increments, including available space adjacent to or next to SBC CALIFORNIA's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. SBC CALIFORNIA will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. SBC CALIFORNIA may take reasonable steps to protect its own equipment as provided in Section 6.1.2 of this Appendix. Accordingly, SBC CALIFORNIA will not provide Collocator's personnel or agents with direct access to SBC CALIFORNIA's main distribution frame.

6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within SBC CALIFORNIA Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC CALIFORNIA will permit Collocator to physically collocate on SBC CALIFORNIA's property in adjacent controlled environmental vaults or similar structures that SBC CALIFORNIA uses to house telecommunication equipment, to the extent technically feasible. SBC CALIFORNIA and telecommunications carrier will

mutually agree on the location of the designated space on SBC CALIFORNIA premises where the adjacent structure will be placed. SBC CALIFORNIA will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. SBC CALIFORNIA will offer the following increments of power to the Adjacent On-site structure: SBC CALIFORNIA will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC CALIFORNIA will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SBC CALIFORNIA will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC CALIFORNIA shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC CALIFORNIA or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

6.1.1.5.1 Where Physical Collocation space within SBC CALIFORNIA Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC CALIFORNIA shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the SBC CALIFORNIA Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC CALIFORNIA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

6.1.1.5.3 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC CALIFORNIA shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC CALIFORNIA's facilities. SBC CALIFORNIA shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, SBC CALIFORNIA will provide the option to the Collocator to relocate its equipment

from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

- 6.1.1.6 SBC CALIFORNIA will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC CALIFORNIA's Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

- 6.1.2.1 As provided in Section 6.2 of this Appendix, SBC CALIFORNIA shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

- 6.1.3.1 Protection of SBC CALIFORNIA's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, SBC CALIFORNIA may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. SBC CALIFORNIA may impose security arrangements as stringent as the security arrangements SBC CALIFORNIA maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, SBC CALIFORNIA may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SBC CALIFORNIA will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. SBC CALIFORNIA will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

- 6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SBC CALIFORNIA security standards.

- 6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that SBC CALIFORNIA's own employees and authorized contractors must undergo. SBC CALIFORNIA will not, however, require Collocator to receive security training from SBC CALIFORNIA, but will provide information to Collocator on the specific type of training required.

- 6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC CALIFORNIA's Technical Publications via <https://clec.sbc.com/clec>.

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

6.1.3.1.2.1 Theft or destruction of SBC CALIFORNIA's or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC CALIFORNIA property;

6.1.3.1.2.3 Threats or violent acts against other persons on SBC CALIFORNIA property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on SBC CALIFORNIA property;

6.1.3.1.2.5 Permitting unauthorized persons access to SBC CALIFORNIA or Collocator's equipment on SBC CALIFORNIA's property; and

6.1.3.1.2.6 Carrying a weapon on SBC CALIFORNIA property.

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

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC CALIFORNIA - authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC CALIFORNIA as well.

6.1.3.1.4 SBC CALIFORNIA may use reasonable security measures to protect its equipment. In the event SBC CALIFORNIA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC CALIFORNIA may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC CALIFORNIA's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

- 6.1.3.1.4.1 SBC CALIFORNIA's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to SBC CALIFORNIA's equipment. SBC CALIFORNIA's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within SBC CALIFORNIA's space. To the extent that SBC CALIFORNIA is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC CALIFORNIA's expense.
- 6.1.3.1.4.2 SBC CALIFORNIA's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 6.1.3.1.4.3 SBC CALIFORNIA's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC CALIFORNIA's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.3.1.4.4 If SBC CALIFORNIA chooses to enclose its own equipment, SBC CALIFORNIA will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.3.1.4.5 SBC CALIFORNIA has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SBC CALIFORNIA cannot prove that other reasonable security methods cost more than an interior security partition around SBC CALIFORNIA's equipment, SBC CALIFORNIA cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.
- 6.1.3.1.4.6 If SBC CALIFORNIA elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around SBC CALIFORNIA's equipment at the time the price quote is given.
- 6.1.3.1.5 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC CALIFORNIA will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. SBC CALIFORNIA will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's collocation space during construction.

6.1.4 Interval

6.1.4.1 SBC CALIFORNIA will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application form found in SBC CALIFORNIA's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC CALIFORNIA and will pay an initial Planning Fee (see Section 19. 2.1)

6.1.4.1.1 A Collocator wishing SBC CALIFORNIA to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC CALIFORNIA to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC CALIFORNIA would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes SBC CALIFORNIA to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC CALIFORNIA is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes SBC CALIFORNIA to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC CALIFORNIA will begin development of the quotation. SBC CALIFORNIA will advise the Collocator of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). SBC CALIFORNIA will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

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

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

6.1.4.3 SBC CALIFORNIA will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to SBC CALIFORNIA's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the

nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

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

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

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

6.1.4.3.4 The second fifty percent (50%) payment must be received by SBC CALIFORNIA no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by SBC CALIFORNIA.

6.1.5 Application Quotation Interval for Physical

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

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

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

- 6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC CALIFORNIA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.
- 6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 following and will be subject to the time intervals set forth above.
- 6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval
 - 6.1.6.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
 - 6.1.6.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC CALIFORNIA will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for 50% of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
 - 6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.
- 6.1.7 Cageless Physical Collocation Installation Interval
 - 6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.
 - 6.1.7.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC CALIFORNIA will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
 - 6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.
- 6.1.8 SBC CALIFORNIA will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for 50% of all applicable non-recurring charges where SBC CALIFORNIA will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting

DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC CALIFORNIA will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; adding design and engineering requirements above those which SBC CALIFORNIA normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable Planning Fees. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, SBC CALIFORNIA will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of SBC CALIFORNIA's receipt of a completed application.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the Planning Fee, will be returned to the Collocator.

6.2.1.2 SBC CALIFORNIA will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, SBC CALIFORNIA will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 6.2.1.3 In the event SBC CALIFORNIA denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to SBC CALIFORNIA's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.
- 6.2.1.5 SBC CALIFORNIA will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. SBC CALIFORNIA's representative will accompany and supervise the Collocator agent on the inspection tour.
- 6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise SBC CALIFORNIA. The Collocator and SBC CALIFORNIA shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC CALIFORNIA reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on SBC CALIFORNIA to justify the basis for any denial of collocation requests.
- 6.2.2 SBC CALIFORNIA will submit to a requesting carrier a report indicating SBC CALIFORNIA's available collocation space in a particular SBC CALIFORNIA Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SBC CALIFORNIA is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

- 6.2.2.1 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 6.2.2.2 SBC CALIFORNIA shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. SBC CALIFORNIA will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC CALIFORNIA, such information will be placed on the website <https://clec.sbc.com/clec>. SBC CALIFORNIA will update the public document on the first day of each month to include all newly available information.

6.2.2.3 To the extent SBC CALIFORNIA has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SBC CALIFORNIA is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, SBC CALIFORNIA will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

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

6.3.2 If SBC CALIFORNIA determines that a Collocator must relocate due to any of the above reasons, SBC CALIFORNIA will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by SBC CALIFORNIA and the Collocator, unless the Parties agree to a different financial arrangement.

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

Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

- 6.4.1 Unless there are unusual circumstances, SBC CALIFORNIA will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SBC CALIFORNIA completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC CALIFORNIA's network or obtain access to SBC CALIFORNIA Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC CALIFORNIA has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC CALIFORNIA allows the Collocator to interconnect. SBC CALIFORNIA, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
- 6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC CALIFORNIA provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC CALIFORNIA or obtain access to SBC CALIFORNIA Lawful UNEs by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 6.4.3 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SBC CALIFORNIA's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SBC CALIFORNIA's network or to obtain access to SBC CALIFORNIA's Lawful UNEs, for the purpose of providing this service.
- 6.4.4 If the Collocator causes SBC CALIFORNIA to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC CALIFORNIA the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

- 6.5.1 In the event that the Collocator cancels its order after SBC CALIFORNIA has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC CALIFORNIA has been paid the entire amounts due under this Appendix, then in addition to other remedies that SBC CALIFORNIA might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SBC CALIFORNIA shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

6.6.1 Remittance in full of all bills rendered by either Party is due within thirty (30) calendar days of each bill date ("the Bill Due Date").

6.6.2 Billing Dispute Resolution

6.6.2.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any Universal Service Order Code (USOC) information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

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

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

6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

6.6.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC CALIFORNIA in the same proportion as the principal;

and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC CALIFORNIA (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.

6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Appendix, SBC CALIFORNIA shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SBC CALIFORNIA will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify SBC CALIFORNIA in writing within thirty (30) days following receipt of the results of SBC CALIFORNIA's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC CALIFORNIA of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

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

6.6.8 Arbitration

6.6.8.1 Disputes subject to elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

6.6.8.3 The times specified in this Section 6.6.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties

may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

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

6.6.9.1.1 SBC CALIFORNIA shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC CALIFORNIA shall be disbursed to SBC CALIFORNIA by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC CALIFORNIA any difference between the amount of accrued interest SBC CALIFORNIA received from the escrow disbursement and the amount of Late Payment Charges SBC CALIFORNIA billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC CALIFORNIA within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

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

6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC CALIFORNIA as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SBC CALIFORNIA's intrastate access services tariff and (b) the highest rate of interest that may be charged under SBC CALIFORNIA

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

6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC CALIFORNIA's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC CALIFORNIA.

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

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

6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC CALIFORNIA, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC CALIFORNIA.

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

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

- 7.2.2 When these criteria have been met, SBC CALIFORNIA will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC CALIFORNIA will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11 of this Appendix.
- 7.3 SBC CALIFORNIA will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-locator no more than the prorated share (based upon square footage used exclusively or in common) of SBC CALIFORNIA's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC CALIFORNIA utilize a shared collocation cage, SBC CALIFORNIA will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

- 8.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC CALIFORNIA will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SBC CALIFORNIA that use of such cable will not impair SBC CALIFORNIA's ability to service its own customers or subsequent collocators.
- 8.1.2 SBC CALIFORNIA shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SBC CALIFORNIA cable. SBC CALIFORNIA will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SBC CALIFORNIA also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC CALIFORNIA shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SBC CALIFORNIA performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SBC CALIFORNIA shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC CALIFORNIA and the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SBC CALIFORNIA, and leaving sufficient length in the cable in order for SBC CALIFORNIA to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

- 8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in SBC CALIFORNIA-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, SBC CALIFORNIA will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

9. USE OF DEDICATED SPACE

9.1 Nature of Use

- 9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to SBC CALIFORNIA under 47.U.S.C. § 251(C) (2) or accessing SBC CALIFORNIA's Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to SBC CALIFORNIA's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to SBC CALIFORNIA's Lawful UNEs "for the provision of a telecommunications service."
- 9.1.2 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC CALIFORNIA's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 In addition, SBC CALIFORNIA voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."
- 9.1.4 SBC CALIFORNIA does not allow collocation of other Multifunctional Equipment, except that SBC CALIFORNIA will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with SBC CALIFORNIA's network for the transmission and routing of Telephone Exchange service or Exchange Access or for access to SBC CALIFORNIA's Lawful UNEs for the provision of a telecommunications service. SBC CALIFORNIA voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other Multifunctional Equipment only if SBC CALIFORNIA and Collocator mutually agree to such collocation.
- 9.1.5 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. SBC CALIFORNIA will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

- 9.1.6 SBC CALIFORNIA voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if SBC CALIFORNIA and Collocator mutually agree to such placement, in SBC CALIFORNIA's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 9.1.7 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), SBC CALIFORNIA voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in SBC CALIFORNIA's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC CALIFORNIA or (2) requested by Collocator and accepted by SBC CALIFORNIA on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC CALIFORNIA's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 9.1.8 SBC CALIFORNIA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 9.1.9 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC CALIFORNIA will provide the necessary backup power to ensure against power outages.
- 9.1.10 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on SBC CALIFORNIA grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.
- 9.2 Equipment List
- 9.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 10.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC CALIFORNIA, which consent shall not be unreasonably withheld.

9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 The Collocator shall furnish SBC CALIFORNIA a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.3 Limitations

9.2.3.1 SBC CALIFORNIA's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SBC CALIFORNIA would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides interconnection. SBC CALIFORNIA will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC CALIFORNIA, its affiliates or other Parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to SBC CALIFORNIA or access to SBC CALIFORNIA's Lawful UNEs. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide SBC CALIFORNIA with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 SBC CALIFORNIA will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC CALIFORNIA will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SBC CALIFORNIA's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 of this Appendix).

9.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SBC CALIFORNIA, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.4 SBC CALIFORNIA will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SBC CALIFORNIA and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SBC CALIFORNIA's personnel.

9.4 Threat to Personnel, Network or Facilities

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

9.5 Interference or Impairment

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

9.6 Personal Property and Its Removal

9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC CALIFORNIA standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personalty and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC CALIFORNIA. SBC CALIFORNIA shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC CALIFORNIA has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC CALIFORNIA provided construction shall be paid by the Collocator in accordance with SBC CALIFORNIA's custom work order process.

10. STANDARDS

10.1 Minimum Standards

10.1.1 All types of network equipment placed in SBC CALIFORNIA network equipment areas of Eligible Structures by SBC CALIFORNIA or Collocator must meet SBC CALIFORNIA minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC CALIFORNIA) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC CALIFORNIA and its contractors when engineering and installing equipment.

10.1.2 In the event that SBC CALIFORNIA denied Collocation of Collocator's equipment, citing safety standards, SBC CALIFORNIA will provide within five (5) business days of Collocator's written request to SBC CALIFORNIA representative(s), a list of SBC CALIFORNIA equipment which SBC CALIFORNIA locates within the premises of the Eligible Structure for which Collocation

was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

10.1.3 In the event SBC CALIFORNIA believes that collocated equipment is not necessary for interconnection or access to Lawful_UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, SBC CALIFORNIA or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC CALIFORNIA personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 6.6.7.2 and 6.6.8 above.

10.2 INTENTIONALLY LEFT BLANK

10.3 Compliance Certification

10.3.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC CALIFORNIA's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC CALIFORNIA may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any one claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies SBC CALIFORNIA might have.

11.2 SBC CALIFORNIA may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

11.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute

arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

12. INDEMNIFICATION OF SBC CALIFORNIA

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

13. SERVICES AND MAINTENANCE

13.1 Operating Services

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

13.2 Maintenance

13.2.1 SBC CALIFORNIA shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

13.4.1 Except for Section 15, SBC CALIFORNIA agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14. SBC CALIFORNIA's RIGHT OF ACCESS

14.1 SBC CALIFORNIA, its agents, employees, and other SBC CALIFORNIA authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SBC CALIFORNIA hereunder, and for any other purpose deemed reasonable by SBC CALIFORNIA. SBC CALIFORNIA may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of SBC CALIFORNIA equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC CALIFORNIA will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15. GENERAL

15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. SBC CALIFORNIA allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, Remote Switch Module (RSM) related options and POT bay-related options.

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

- 15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC CALIFORNIA are required to follow all posted traffic and SBC CALIFORNIA signs and follow all applicable parking and traffic laws and ordinances.
- 15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
- 15.5 If SBC CALIFORNIA is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SBC CALIFORNIA will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 15.6 Should SBC CALIFORNIA benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.
- 15.7 Should SBC CALIFORNIA be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), SBC CALIFORNIA shall absorb all of the costs related to such an upgrade.
- 15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to Lawful UNEs are as set forth in the Agreement.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary of this Appendix.
- 16.2 SBC CALIFORNIA will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by SBC CALIFORNIA for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SBC CALIFORNIA will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, SBC CALIFORNIA will provide a Physical Collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC CALIFORNIA will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC CALIFORNIA will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC CALIFORNIA, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC CALIFORNIA, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC CALIFORNIA provide and install a POT Frame, to be placed in the Collocator's cage or in the

collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC CALIFORNIA may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

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

17.2 Nonrecurring Charges

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

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC CALIFORNIA fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

17.3.1 SBC CALIFORNIA may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18. REGENERATION

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and SBC CALIFORNIA's

cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

19. RATE REGULATIONS

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

19.1.1 Rate Elements - In the event that SBC CALIFORNIA seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, SBC CALIFORNIA shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

19.1.2 In the event the Collocator disputes the rate element or charge proposed by SBC CALIFORNIA that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify SBC CALIFORNIA of its dispute with the proposed charge in writing.

19.2 Rate Elements

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

19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in SBC CALIFORNIA's Interconnector's Collocation Services Handbook for Physical Collocation in SBC CALIFORNIA, recovers SBC CALIFORNIA's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SBC CALIFORNIA to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

19.2.2.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC CALIFORNIA within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.1.2 SBC CALIFORNIA will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in SBC CALIFORNIA premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 19.2 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

19.2.2.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

19.2.2.1.4 If the Collocator elects to install, or requests that SBC CALIFORNIA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary of this Appendix applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC CALIFORNIA within SBC CALIFORNIA:

- Construction costs
- Operating costs

19.2.2.1.4.2 Site Conditioning Charge, per square foot

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

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

19.2.2.1.4.3 Common Systems Materials Charge

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

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

19.2.2.1.4.4 Safety and Security, per square foot

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

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

19.2.2.1.4.5 Cage Preparation

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

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

19.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated

Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.2.2.2 Cageless Collocation

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

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

19.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC CALIFORNIA within SBC CALIFORNIA:

- Construction costs
- Operating costs

19.2.2.2.2.2 Site Conditioning Charge

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

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

19.2.2.2.3 Cageless Common Systems Materials Charge

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

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

19.2.2.2.4 Safety and Security

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

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

19.2.2.3 Caged Common Collocation in SBC CALIFORNIAs

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

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

combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 SBC CALIFORNIA will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

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

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

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

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC CALIFORNIA within SBC CALIFORNIA.

- Construction costs
- Operating costs

19.2.2.3.6.2 Site Conditioning Charge

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

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

19.2.2.3.6.3 Common Systems Materials Charge

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

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

19.2.2.3.6.3 Safety and Security

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

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

19.2.2.3.6.3.1 In the event SBC CALIFORNIA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC CALIFORNIA's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.4 Cage Preparation

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

- Grounded wire partition
- Door key set

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

19.2.2.3.6.5 REMOTE SWITCH MODULE (RSM) Option

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

19.2.3 DC Power Amperage Charge

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

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

19.2.4 DC Power Arrangement Provisioning

19.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

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

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

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

19.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however

the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SBC CALIFORNIA technical support. This rate element may be provided by SBC CALIFORNIA.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

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

19.2.8 Security Cards

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

19.2.9 Standard Frame or Cabinet, Each (Optional)

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

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC CALIFORNIA designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

19.2.11.1 The Entrance Fiber Charge reflects the time interval spent by SBC CALIFORNIA in pulling the Collocator's cable facilities from SBC CALIFORNIA designated manhole, through SBC CALIFORNIA cable vault and through SBC CALIFORNIA cable support structure to the Collocator's equipment.

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

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

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

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

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

19.2.13 Optical Circuit Arrangement

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

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 SBC CALIFORNIA provided single signal from SBC CALIFORNIA timing source to provide synchronization between a Collocator's single Network Element and SBC CALIFORNIA's equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

19.2.15.1 Timing lead (1 pair) of wires provided by SBC CALIFORNIA to the Collocator's dedicated Collocator's Physical Collocation space or optional POT frame or equipment bay.

19.2.16 Collocation Availability Space Report Fee

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

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC CALIFORNIA to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit SBC CALIFORNIA's Eligible Structures must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of SBC CALIFORNIA site-specific drawings or make any notations.

19.2.17.1.2 For pre-visits, SBC CALIFORNIA will limit the number of SBC CALIFORNIA employees attending the pre-visit to one of SBC CALIFORNIA's employee, unless a different number of SBC CALIFORNIA employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time SBC CALIFORNIA employees spend traveling and will be based on fifteen-minute increments.

19.2.18 Construction Inspections

19.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC CALIFORNIA employees spend traveling and will be based on fifteen (15)-minute increments.

19.2.19 Adjacent On-site Structure Arrangements

19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside SBC CALIFORNIA Eligible Structure, SBC CALIFORNIA will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have SBC CALIFORNIA provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.19.2 Adjacent On-site Planning Fee

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

19.2.20 Adjacent Off-site Arrangement

19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in 2.0 of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside SBC CALIFORNIA Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SBC CALIFORNIA will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC CALIFORNIA's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and

charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

19.2.20.2 Planning Fee Adjacent Off-site Arrangement

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

19.2.21 Conduit Space for Adjacent Off-site Arrangement

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

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

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

19.2.23 Miscellaneous Charges (Optional)

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

19.2.24 Collocation to Collocation Connection

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

19.2.24.1.1 Fiber Cable (12 Fibers Pair)

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

19.2.24.1.2 Copper Cable (28 DS1s)

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

19.2.24.1.3 Coax Cable (1 DS3)

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

19.2.24.1.4 Cable Racking and Hole

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

19.2.24.1.5 Route Design

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

20. RATES AND CHARGES – ILEC PRICING SCHEDULE

(See the Collocation Rate Summary of this Appendix)

21. CDOW (CLEC DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

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

21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC CALIFORNIA Main Distribution Frame or its equivalent by SBC CALIFORNIA Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, SBC CALIFORNIA will install and stencil termination blocks or panels at SBC CALIFORNIA Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 21.3. The Collocator's SBC CALIFORNIA Approved Vendor must obtain an approved Method Procedures (MOP) from SBC CALIFORNIA and follow SBC CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities;

21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and SBC CALIFORNIA's Battery Distribution Fuse Bay (BDFB) by using an SBC CALIFORNIA Approved Power Installation Vendor. When SBC CALIFORNIA designated

power termination point is at the Power Plant Primary Distribution, the Collocator's SBC CALIFORNIA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC CALIFORNIA Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC CALIFORNIA Power Plant Primary Distribution, which will be performed by SBC CALIFORNIA. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC CALIFORNIA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC CALIFORNIA and follow SBC CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and facilities.

21.3 Interval (Collocator Installs Interconnection and Power Cabling)

21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. SBC CALIFORNIA will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SBC CALIFORNIA determines that Collocator's Physical Collocation Application is unacceptable, SBC CALIFORNIA shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC CALIFORNIA shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

21.3.2 The delivery interval relates to the period in which SBC CALIFORNIA shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC CALIFORNIA receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide SBC CALIFORNIA, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC CALIFORNIA has received such response and payment. If the Collocator has not provided SBC CALIFORNIA such response and payment by the twelfth (12) calendar day after the date SBC CALIFORNIA notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC CALIFORNIA's receipt of the confirmatory response in writing from the Collocator with applicable fees.

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

21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC CALIFORNIA with the ten (10) calendar day space notification. Each complete and accurate

Physical Collocation Application received by SBC CALIFORNIA from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (1)

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

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

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

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

21.3.5 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

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

21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC CALIFORNIA from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering

intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC CALIFORNIA.

21.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

21.3.5.3 The delivery interval for the above Augments is determined by SBC CALIFORNIA taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

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

Table (2)

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

21.3.5.5 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional *as was arbitrated and the OH agreement is most recent of the other two, so the OH appendices will be the ones ported to C*Application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SBC CALIFORNIA from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

21.3.6 For all Augments other than provided above, SBC CALIFORNIA will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

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

21.4 Rates Elements for SBC CALIFORNIA Central Offices

21.4.1 Caged Collocation

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

21.4.2 DC Power Arrangement Provisioning

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

21.4.3 Entrance Fiber Optic Cable Arrangement

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

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an SBC CALIFORNIA approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC CALIFORNIA approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10 Collocation to Collocation Connection

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

21.4.10.1.1 Fiber Cable

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.5 Route Design

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

APPENDIX VIRTUAL COLLOCATION

TABLE OF CONTENTS

1.	GENERAL DESCRIPTION.....	3
2.	DEFINITIONS.....	7
3.	PROVISIONING	10
4.	COLLOCATOR RESPONSIBILITIES	10
5.	COOPERATIVE RESPONSIBILITIES	11
6.	INTERVALS AND PROVISIONING	11
7.	EQUIPMENT PROVISIONING	14
8.	REPAIR OF EQUIPMENT	15
9.	MAINTENANCE OF EQUIPMENT	15
10.	ALARM COLLECTION	15
11.	TERMINATION OF VIRTUAL COLLOCATION	15
12.	INTENTIONALLY LEFT BLANK.....	16
13.	INTENTIONALLY LEFT BLANK.....	16
14.	RATE REGULATIONS.....	16
15.	ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION	24
16.	OBLIGATIONS OF THE COLLOCATOR	25
17.	COOPERATIVE RESPONSIBILITIES	28
18.	RATE REGULATIONS.....	29
19.	CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES.....	29

APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to SBC CALIFORNIA for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC CALIFORNIA's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which TWTC will obtain Virtual Collocation from SBC CALIFORNIA pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, TWTC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any SBC CALIFORNIA tariff, and agree not to so purchase or attempt to so purchase from any SBC CALIFORNIA tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC CALIFORNIA to enforce the foregoing (including if SBC CALIFORNIA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to TWTC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC CALIFORNIA may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from TWTC, SBC CALIFORNIA may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by TWTC.
- 1.3 Upon request from a Collocator, SBC CALIFORNIA will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of SBC CALIFORNIA's premises, SBC CALIFORNIA will offer Virtual Collocation wherein SBC CALIFORNIA maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 19 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 15 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC CALIFORNIA may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 15, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC CALIFORNIA may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 15 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

- 1.4 Virtual Collocation in the Central Office is available for interconnection with SBC CALIFORNIA for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC CALIFORNIA provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with SBC CALIFORNIA provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with SBC CALIFORNIA.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC CALIFORNIA within SBC CALIFORNIA's Central Offices is contained in 19.36.1. (Rate Elements for SBC CALIFORNIA Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC CALIFORNIA within SBC CALIFORNIA's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for SBC CALIFORNIA CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to SBC CALIFORNIA for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC CALIFORNIA provided Lawful UNEs when the Equipment is provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between SBC CALIFORNIA and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in SBC CALIFORNIA Central Offices and for interconnection with SBC CALIFORNIA provided Lawful UNEs in SBC CALIFORNIA Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at SBC CALIFORNIA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC CALIFORNIA CEVs, huts and cabinets. Upon request, SBC CALIFORNIA will provide a listing of locations of SBC CALIFORNIA's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and SBC CALIFORNIA. Crossconnects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in SBC CALIFORNIA's Technical Publication <https://clec.sbc.com/clec>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to SBC CALIFORNIA under 47.U.S.C. § 251(c)(2) or accessing SBC CALIFORNIA's Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to SBC CALIFORNIA's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to SBC CALIFORNIA's Lawful UNEs "for the provision of a telecommunications service."

- 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC CALIFORNIA is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 1.10.4 In addition, SBC CALIFORNIA voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."
- 1.10.5 SBC CALIFORNIA does not allow collocation of other Multifunctional Equipment, except that SBC CALIFORNIA will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with SBC CALIFORNIA's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to SBC CALIFORNIA's Lawful UNEs for the provision of a telecommunications service. SBC CALIFORNIA voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multifunctional equipment only if SBC CALIFORNIA and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. SBC CALIFORNIA will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 SBC CALIFORNIA voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if SBC CALIFORNIA and Collocator mutually agree to such placement, in SBC CALIFORNIA's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), SBC CALIFORNIA voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC CALIFORNIA Eligible Premises, that prior to the May 11, 2000, effective date of the GTE

Opinion, were (1) in place in SBC CALIFORNIA or (2) requested by Collocator and accepted by SBC CALIFORNIA on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC CALIFORNIA's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

- 1.10.9 All types of network equipment placed in SBC CALIFORNIA network equipment areas of Eligible Structures by SBC CALIFORNIA or Collocator must meet SBC CALIFORNIA minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC CALIFORNIA) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including SBC CALIFORNIA and its contractors when engineering and installing equipment.
- 1.10.10 In the event that SBC CALIFORNIA denied Collocation of Collocator's equipment, citing Safety Standards, SBC CALIFORNIA will provide within five (5) business days of Collocator's written request to SBC CALIFORNIA representative(s), a list of SBC CALIFORNIA equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC CALIFORNIA equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event SBC CALIFORNIA believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, SBC CALIFORNIA or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC CALIFORNIA's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of

operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If SBC CALIFORNIA chooses to have its personnel present when the TWTC equipment is installed, then SBC CALIFORNIA's presence will be at its own expense. However, if SBC CALIFORNIA demonstrates that the TWTC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the TWTC is responsible for the quantifiable expense incurred by SBC CALIFORNIA.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
 - 1.12.1 SBC CALIFORNIA provides Virtual Collocation for interconnection to SBC CALIFORNIA for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to SBC CALIFORNIA's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
 - 1.12.2 The use of Virtual Collocation for (1) interconnection to SBC CALIFORNIA or (2) access to SBC CALIFORNIA's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC CALIFORNIA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC CALIFORNIA CEVs, huts and cabinets.
 - 1.12.3 In addition, the following terms and conditions contained in the SBC CALIFORNIA's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

- 2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 Adjacent Off-site Arrangement – Where Physical Collocation space within SBC CALIFORNIA Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC CALIFORNIA shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property

- that is contiguous to or within one standard city block of SBC CALIFORNIA's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SBC CALIFORNIA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of SBC CALIFORNIA's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC CALIFORNIA shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC CALIFORNIA's facilities. SBC CALIFORNIA shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, SBC CALIFORNIA will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on SBC CALIFORNIA property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SBC CALIFORNIA and telecommunications carrier will mutually agree on the location of the designated space on SBC CALIFORNIA premises where the adjacent structure will be placed. SBC CALIFORNIA will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC CALIFORNIA or other collocators. SBC CALIFORNIA also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and SBC CALIFORNIA is not reached regarding the Custom Work Charge, SBC CALIFORNIA shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC CALIFORNIA shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a

- Collocator that has overpaid or the amount due to SBC CALIFORNIA that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC CALIFORNIA shall file the appropriate interconnection agreement amendment. However, SBC CALIFORNIA shall not delay completion of such work during the agreement approval process. SBC CALIFORNIA shall perform such work based upon provisional rates, subject to true up.
- 2.7 Day – For purposes of application and/or installation intervals, “day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC CALIFORNIA Eligible Structure.
- 2.9 Eligible Structure - Eligible Structure refers to SBC CALIFORNIA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC CALIFORNIA that house its network facilities, and all structures that house SBC CALIFORNIA's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC CALIFORNIA may make a determination that space in an Eligible Structure is legitimately exhausted, SBC CALIFORNIA must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC CALIFORNIA's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC CALIFORNIA may reserve space for transport equipment for current year plus two years. Additionally, SBC CALIFORNIA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC CALIFORNIA or for future use by SBC CALIFORNIA or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC CALIFORNIA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DIGITAL CROSS CONNECT SYSTEM (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.12 Other (Inactive) Collocation Space - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

- 2.14 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of SBC CALIFORNIA's network.

3. PROVISIONING

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

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to SBC CALIFORNIA's Lawful UNEs. The Collocator will, at its expense, provide the following:
- 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 14.4.16
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SBC CALIFORNIA property. Suitable replacements are to be immediately provided to SBC CALIFORNIA to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to SBC CALIFORNIA Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 SBC CALIFORNIA will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

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

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

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

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

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5)

additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with SBC CALIFORNIA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once SBC CALIFORNIA has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

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

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With <u>SBC CALIFORNIA</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With TWTC installation of bay/sracks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), SBC CALIFORNIA shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SBC CALIFORNIA will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SBC CALIFORNIA will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where SBC CALIFORNIA will be installing all or some of the bays. SBC CALIFORNIA considers power to be available if sufficient power plant capacity exists, the BATTERY DISTRIBUTION FUSE BAY (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BATTERY DISTRIBUTION FUSE BAY (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 SBC CALIFORNIA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 SBC CALIFORNIA will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and SBC CALIFORNIA must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SBC CALIFORNIA will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 SBC CALIFORNIA will provide TELEPHONE INVENTORY RECORD KEEPING SYSTEM (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to TWTC at collocation space turnover. This information is used to request access and line sharing services. TWTC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.
- 6.4 Revisions
- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by SBC CALIFORNIA to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SBC CALIFORNIA Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

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

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to SBC CALIFORNIA Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

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

7.3 SBC CALIFORNIA does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, SBC CALIFORNIA may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to SBC CALIFORNIA Central Offices and SBC CALIFORNIA CEVs, huts and cabinets and are applicable for all repairs performed by SBC CALIFORNIA on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC CALIFORNIA with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC CALIFORNIA will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

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

10. ALARM COLLECTION

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

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC CALIFORNIA to remove the Collocator's equipment and facilities from SBC CALIFORNIA's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC CALIFORNIA is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC CALIFORNIA shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC CALIFORNIA will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC CALIFORNIA or its contractors during the removal process. However, Collocator will indemnify and hold SBC CALIFORNIA harmless for any

damage done to virtually collocated equipment if SBC CALIFORNIA permits the Collocator to hire a contractor approved by SBC CALIFORNIA to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC CALIFORNIA and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of TWTC Virtual Collocation equipment, SBC CALIFORNIA may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC CALIFORNIA and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC CALIFORNIA instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. INTENTIONALLY LEFT BLANK

13. INTENTIONALLY LEFT BLANK

14. RATE REGULATIONS

14.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC CALIFORNIA under section 251(c)(2) and for access to SBC CALIFORNIA provided UNEs under 251(c)(3), when the Collocator provides the equipment.

14.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

14.3 Rates and charges specific to Virtual Collocation for interconnection with SBC CALIFORNIA for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC CALIFORNIA provided Lawful UNEs under 251(c)(3) in SBC CALIFORNIA's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC CALIFORNIA Central Offices). Rates and charges specific to Virtual Collocation for access to SBC CALIFORNIA provided Lawful UNEs in SBC CALIFORNIA CEVs, huts and cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for SBC CALIFORNIA CEVs, huts and cabinets).

14.4 Rate Elements for SBC CALIFORNIA Central Offices

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

14.4.1 Planning Fee

14.4.1.1 The Planning Fee recovers SBC CALIFORNIA costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for SBC CALIFORNIA personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment

expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.2 Floor Space

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

14.4.3 Relay Rack (Optional)

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

14.4.4 Common Systems Materials

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

14.4.5 Real Estate

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

14.4.5.2 Site Conditioning

14.4.5.2.1 Permits SBC CALIFORNIA to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary of this Appendix

14.4.5.3 Safety and Security

14.4.5.3.1 Permits SBC CALIFORNIA to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring

charge for this sub-element is specified on the Collocation Rate Summary of this Appendix.

14.4.6 Entrance Fiber Optic Arrangement

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

14.4.6.2 Entrance Conduit, per sheath

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

14.4.7 DC Power Arrangement Provisioning

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

14.4.8 DC Power Amperage Charge

14.4.8.1 DC Power per AMP

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

14.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

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

14.4.8.3 Ground Cable Arrangement

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

14.4.9 DS0 Voice Grade Interconnection Cable Arrangement

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

14.4.10 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

14.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC CALIFORNIA's DIGITAL CROSS CONNECT SYSTEM (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

14.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.11 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

14.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC CALIFORNIA's DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.12 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

14.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC CALIFORNIA's DIGITAL CROSS CONNECT SYSTEM (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring

charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.13 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

14.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC CALIFORNIA's DIGITAL SYSTEM CROSS-CONNECT FRAME functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.14 Fiber Interconnection Cable Arrangement

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

14.4.15 Timing Source Arrangement (Optional)

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

14.4.16 Training

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

14.4.16.2 The Collocator may have SBC CALIFORNIA arrange for the required training of SBC CALIFORNIA's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix.

14.4.16.3 If SBC CALIFORNIA chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

14.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

- 14.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for SBC CALIFORNIA employee training.
 - 14.4.16.3.3 arrange and pay all costs associated with SBC CALIFORNIA employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for SBC CALIFORNIA employee training.
 - 14.4.16.4 SBC CALIFORNIA will work cooperatively with the Collocator to schedule SBC CALIFORNIA's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for SBC CALIFORNIA's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary of this Appendix will be assessed to the Collocator.
- 14.4.17 Maintenance and Repair Labor Rates
- 14.4.17.1 Maintenance of Equipment
 - 14.4.17.1.1 This rate element is a labor rate charged by SBC CALIFORNIA to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
 - 14.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.
 - 14.4.17.2 Repair of Equipment
 - 14.4.17.2.1 This rate element is a labor rate charged by SBC CALIFORNIA to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.
 - 14.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
 - 14.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.18 Collocation-to-Collocation Connection

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

14.4.18.1 Fiber Cable (12 Fiber)

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

14.4.18.2 Copper Cable (28 DS1s)

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

14.4.18.3 Coax Cable (1 DS3)

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

14.4.18.4 Cable Racking and Hole

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

14.4.18.5 Route Design

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

14.4.19 Equipment Evaluation Cost

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

14.4.20 Test and Acceptance

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

14.5 Rate Elements for SBC CALIFORNIA's CEVs, huts and cabinets

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

14.5.1 Entrance Cable Fiber

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

- 14.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

14.5.2 Entrance Conduit

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

14.5.3 DC Power Amperage Charge

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

14.5.4 24-Foot CEV

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

14.5.5 16-Foot CEV

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

14.5.6 Maxi-Hut

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

14.5.7 Mini-Hut

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

14.5.8 Large Cabinet

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

14.5.9 Medium Cabinet

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

14.5.10 Small Cabinet

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

14.5.11 Project Coordination Fee

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

15. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 15.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 15.2 For purposes of virtually collocating equipment, SBC CALIFORNIA shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC CALIFORNIA and other Collocators.
- 15.3 After Collocator has been provided with written notification by SBC CALIFORNIA that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages,

- Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC CALIFORNIA shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SBC CALIFORNIA shall not prevent the Collocator from entering the Eligible Structure. If SBC CALIFORNIA does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC CALIFORNIA shall deliver the requested documents to Collocator immediately upon locating same.
- 15.4 SBC CALIFORNIA will provide a security escort with the Collocator paying the expense for the escort. SBC CALIFORNIA will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC CALIFORNIA may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC CALIFORNIA as described in Section 1.3 of this Appendix.
- 15.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC CALIFORNIA with reasonable notice of the entry. Notice will be provided to SBC CALIFORNIA's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to SBC CALIFORNIA's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 15.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC CALIFORNIA security standards. Disciplinary procedures shall be established in accordance with Section 16.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC CALIFORNIA or other Collocators in jeopardy.
- 15.7 SBC CALIFORNIA may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 15.8 SBC CALIFORNIA shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC CALIFORNIA's equipment suppliers with equivalent access.
- 15.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

16. OBLIGATIONS OF THE COLLOCATOR

16.1 Indemnification of SBC CALIFORNIA

- 16.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC CALIFORNIA and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC CALIFORNIA and

Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

16.1.2 Collocator shall indemnify and hold harmless SBC CALIFORNIA, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC CALIFORNIA where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC CALIFORNIA or its employees. The provisions in this Section are reciprocal and applicable also to SBC CALIFORNIA.

16.1.3 SBC CALIFORNIA shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC CALIFORNIA and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC CALIFORNIA and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

16.2 Insurance

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

16.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC CALIFORNIA and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

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

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

- 16.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 16.2.4 Collocator releases SBC CALIFORNIA from and waives any and all right of recovery, claim, action or cause of action against SBC CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC CALIFORNIA, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC CALIFORNIA, and any rights of Collocator against SBC CALIFORNIA for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC CALIFORNIA has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 16.2.5 SBC CALIFORNIA requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 16.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SBC CALIFORNIA as well. If a certificate is not received, SBC CALIFORNIA will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
- 16.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC CALIFORNIA, and SBC CALIFORNIA may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC CALIFORNIA will invoice Collocator for the costs incurred to so acquire insurance.
- 16.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
- "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 16.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 16.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the

Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.

16.3 Conduct While in SBC CALIFORNIA Eligible Structures

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

16.3.1.1 Theft or destruction of SBC CALIFORNIA's or Collocator's property;

16.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC CALIFORNIA's property;

16.3.1.3 Threats or violent acts against other persons on SBC CALIFORNIA's property;

16.3.1.4 Knowing violations of any local, state or federal law on SBC CALIFORNIA's property;

16.3.1.5 Permitting unauthorized persons access to SBC CALIFORNIA or Collocator's equipment on SBC CALIFORNIA's property; and

16.3.1.6 Carrying a weapon on SBC CALIFORNIA's property.

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

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

17. COOPERATIVE RESPONSIBILITIES

17.1 Qualification of Collocator

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

Qualification program and security training details shall be included in SBC CALIFORNIA's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES.

18. RATE REGULATIONS

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

18.1 Rate Elements for SBC CALIFORNIA's Offices

18.1.1 This security escort charge consists of the charges for SBC CALIFORNIA provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a $\frac{1}{4}$ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

18.2 Rate Element for SBC CALIFORNIA's CEV, Hut, and Cabinets

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

18.3 Application of Rates and Charges

18.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

19. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC CALIFORNIA Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections

of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 19 following.

19.1 Interconnection Cable

19.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and SBC CALIFORNIA Main Distribution Frame (MDF) or its equivalent by SBC CALIFORNIA Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 19.2. If Collocator selects this option, SBC CALIFORNIA will install and stencil termination blocks or panels at SBC CALIFORNIA Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's SBC CALIFORNIA Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC CALIFORNIA Approved Vendor must obtain an approved Method Procedure (MOP) from SBC CALIFORNIA and follow SBC CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.2 DC Power Arrangement Provisioning

19.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC CALIFORNIA's Battery Distribution Fuse Bay (BDFB) by SBC CALIFORNIA Approved Power Installation Vendor. When SBC CALIFORNIA designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC CALIFORNIA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

19.2.2 The Collocator must contact SBC CALIFORNIA project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC CALIFORNIA Power Plant Primary Distribution, which will be performed by SBC CALIFORNIA. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

19.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC CALIFORNIA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC CALIFORNIA and follow SBC CALIFORNIA's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.3 Intervals and Provisioning

19.3.1 Implementation Intervals when TWTC hires SBC CALIFORNIA Approved Vendor Installs Interconnection and Power Cabling

19.3.1.1 SBC CALIFORNIA will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is

sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC CALIFORNIA. SBC CALIFORNIA will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If SBC CALIFORNIA determines that Collocator's Virtual Collocation Application is unacceptable, SBC CALIFORNIA shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC CALIFORNIA shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 19.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.

19.3.1.2 The delivery interval relates to the period in which SBC CALIFORNIA shall construct and turnover to the Collocator's SBC CALIFORNIA Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SBC CALIFORNIA receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide SBC CALIFORNIA, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as SBC CALIFORNIA has received such response and payment. If the Collocator has not provided SBC CALIFORNIA such response and payment by the twelfth (12th) calendar day after the date SBC CALIFORNIA notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC CALIFORNIA's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by SBC CALIFORNIA taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by SBC CALIFORNIA with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by SBC CALIFORNIA from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

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

19.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by SBC CALIFORNIA from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC CALIFORNIA.

19.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by SBC CALIFORNIA will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

19.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

19.3.2 Payment

19.3.2.1 The second fifty percent (50%) payment must be received by SBC CALIFORNIA prior to the space being turned over to the Collocator's SBC CALIFORNIA Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's SBC CALIFORNIA Approved Vendor by SBC CALIFORNIA.

19.3.3 Cable Augments

19.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

- 19.3.3.1.1 168 DS1 connections and/or
- 19.3.3.1.2 48 DS3 connections and/or
- 19.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 19.3.3.1.4 12 fiber pair connections

19.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

19.3.3.3 The cabling Augment interval is determined by SBC CALIFORNIA taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by SBC CALIFORNIA with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC CALIFORNIA from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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

19.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by SBC CALIFORNIA from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

19.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

19.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

19.3.4 All Other Augments

19.3.4.1 For all Augments other than provided above, SBC CALIFORNIA will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

19.3.5 Walk-Through Visit

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

19.4 Rates Elements for SBC CALIFORNIA Central Offices

19.4.1 DC Power Arrangement Provisioning

19.4.1.1 When the Collocator selects the option to install the power cable by SBC CALIFORNIA Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.2 DS0 Voice Grade Cable Arrangement

19.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC CALIFORNIA approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.3 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.4 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DIGITAL SYSTEM CROSS-CONNECT FRAME at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.5 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.6 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC CALIFORNIA approved vendor, the DIGITAL SYSTEM CROSS-CONNECT FRAME at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix

19.4.7 Fiber Interconnection Cable Arrangement

19.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC CALIFORNIA approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8 Collocation to Collocation Connection

19.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

19.4.8.1.1 Fiber Cable

19.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8.2.1 Copper Cable

19.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC CALIFORNIA approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

19.4.8.3.1 Coax Cable

19.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC CALIFORNIA approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-

recurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix

19.4.8.4.1 Cable Racking and Hole

19.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary of this Appendix.

19.4.8.5.1 Route Design

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

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 831 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
4	REAL ESTATE					
5	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
6	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
7	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
8	COMMON SYSTEMS					
9	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
10	PLANNING					
11	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
12	Planning	Per Request	NRFCF		\$5,244.43	
13	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
14	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
15	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
16	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
17	POWER PROVISIONING					
18	Power Panel:					
19	50 Amp	Per Power Panel (CLEC Provided)	NONE			
20	200 Amp	Per Power Panel (CLEC Provided)	NONE			
21	Power Cable and Infrastructure:					
22	Power Cable Rack	Per Four Power Cables or Quad	NONE			
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
24	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
25	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
26	Equipment Grounding:					
27	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92	
28	DC POWER AMPERAGE CHARGE					
29	HVAC	Per 10 Amps	S8GCS	\$14.62		
30	Per Amp	Per Amp	S8GCR	\$10.61		
31	FIBER CABLE PLACEMENT					
32	Central Office:					
33	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
34	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
35	MISCELLANEOUS & OPTIONAL COST:					
36	MISCELLANEOUS COSTS					
37	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
38	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
39	Space Availability Report	Per Premise	NRFCQ		\$168.04	
40	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
41	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
42	CAGE COMMON COSTS					
43	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29	
44	INTERCONNECTION COSTS:					
45	ILEC TO CLEC CONNECTION					
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
53	CLEC TO CLEC CONNECTION					
54	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
55	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
56	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
57	Route Design		NRFCX		\$424.88	
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18		
59	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12		
60	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31		
61	TIME SENSITIVE ACTIVITIES					
62	PRE-VISITS					
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
64	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
65	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72	
66	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
67	CONSTRUCTION VISITS					
68	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
70	RSM Option					
71	Additional Dedicated HVAC Charge	per request	NRFCF		\$3,100.00	
72	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
73						

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 832 of 906

	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
3	Product Type	Rate Element Description	USOC			
74						
75	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
76	REAL ESTATE					
77	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
78	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
79	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
80	COMMON SYSTEMS					
81	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
82	PLANNING					
83	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
84	Planning	Per Request	NRFCF		\$5,244.43	
85	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
86	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
87	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
88	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
89	POWER PROVISIONING					
90	Power Panel:					
91	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
92	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
93	Power Cable and Infrastructure:					
94	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85	
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44	
97	Equipment Grounding:					
98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92	
99	DC POWER AMPERAGE CHARGE					
100	HVAC	Per 10 Amps	S8GCS	\$14.62		
101	Per Amp	Per Amp	S8GCR	\$10.61		
102	FIBER CABLE PLACEMENT					
103	Central Office:					
104	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
105	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76		
106	MISCELLANEOUS & OPTIONAL COST:					
107	MISCELLANEOUS COSTS					
108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
109	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
110	Space Availability Report	Per Premise	NRFCQ		\$168.04	
111	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
112	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
113	CAGE COMMON COSTS					
114	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70	
115	INTERCONNECTION COSTS:					
116	ILEC TO CLEC CONNECTION					
117	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16	
118	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16	
119	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06	
120	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48	
121	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58	
122	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89	
123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78	
124	CLEC TO CLEC CONNECTION					
125	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
126	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
127	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
128	Route Design		NRFCX		\$424.88	
129	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
130	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
131	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
132	TIME SENSITIVE ACTIVITIES					
133	PRE-VISITS					
134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
135	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
136	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72	
137	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
138	CONSTRUCTION VISITS					
139	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
141	RSM Option					
142	Additional Dedicated HVAC Charge	Per Request	NRFCF		\$3,100.00	
143	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
144						

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 833 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
145	REAL ESTATE					
146	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
148	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
149	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
150	COMMON SYSTEMS					
151	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
152	PLANNING					
153	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
154	Planning	Per Request	NRFCJ		\$4,601.93	
155	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
156	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
157	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
158	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
159	POWER PROVISIONING					
160	Power Panel:					
161	50 Amp	Per Power Panel (CLEC Provided)	NONE			
162	200 Amp	Per Power Panel (CLEC Provided)	NONE			
163	Power Cable and Infrastructure:					
164	Power Cable Rack	Per Four Power Cables or Quad	NONE			
165	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
168	Equipment Grounding:					
169	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
170	DC POWER AMPERAGE CHARGE					
171	HVAC	Per 10 Amps	S8GCS	\$14.62		
172	Per Amp	Per Amp	S8GCR	\$10.61		
173	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
174	FIBER CABLE PLACEMENT					
175	Central Office:					
176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
177	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
178	CEV, HUT & Cabinets:					
179	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
180	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
181	MISCELLANEOUS & OPTIONAL COST:					
182	MISCELLANEOUS COSTS					
183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
184	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
185	Space Availability Report	Per Premise	NRFCQ		\$168.04	
186	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
187	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
188	CAGELESS / POT BAY OPTIONS					
189	Standard Equipment Bay	Each (CLEC Provided)	NONE			
190	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
191	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
192	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
193	DDP-1 Panel	Each (CLEC Provided)	NONE			
194	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
196	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
197	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
198	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
199	CEV, HUT, CABINET					
200	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
201	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
202	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
203	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
204	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
205	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
206	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
207	INTERCONNECTION COSTS:					
208	ILEC TO CLEC CONNECTION					
209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F2I	\$115.30	\$1,809.40	
214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 834 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	CLEC TO CLEC CONNECTION					
216	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
218	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
219	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
220	Route Design		NRFCX		\$424.88	
221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00	
222	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00	
223	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00	
224	PROJECT MANAGEMENT					
225	CEV, HUT & CABINET					
226	Project Coordination	Per CLEC Application	NRFCX		\$631.17	
227	TIME SENSITIVE ACTIVITIES					
228	PRE-VISITS					
229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
230	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
231	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72	
232	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
233	CONSTRUCTION VISITS					
234	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
236						
237	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
238	REAL ESTATE					
239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81	
240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57	
241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21		
242	COMMON SYSTEMS					
243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45	
244	PLANNING					
245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
246	Planning	Per Request	NRFCJ		\$4,601.93	
247	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
248	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
249	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
250	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
251	POWER PROVISIONING					
252	Power Panel:					
253	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
254	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
255	Power Cable and Infrastructure:					
256	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
257	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
258	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
259	Equipment Grounding:					
260	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
261	DC POWER AMPERAGE CHARGE					
262	HVAC	Per 10 Amps	S8GCS	\$14.62		
263	Per Amp	Per Amp	S8GCR	\$10.61		
264	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
265	FIBER CABLE PLACEMENT					
266	Central Office:					
267	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
268	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
269	CEV, HUT & Cabinets:					
270	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
271	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
272	MISCELLANEOUS & OPTIONAL COST:					
273	MISCELLANEOUS COSTS					
274	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
275	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
276	Space Availability Report	Per Premise	NRFCQ		\$168.04	
277	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
278	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
279	CAGELESS / POT BAY OPTIONS					
280	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28	
281	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81	
282	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
283	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
284	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
285	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
286	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
287	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 835 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	CEV, HUT, CABINET					
288	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
289	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
290	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
291	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
292	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
293	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
294	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
295	INTERCONNECTION COSTS:					
296	ILEC TO CLEC CONNECTION					
297	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16	
298	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16	
299	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06	
300	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48	
301	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58	
302	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89	
303	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
304	CLEC TO CLEC CONNECTION					
305	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
306	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
307	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
308	Route Design		NRFCX		\$424.88	
309	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
310	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
311	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
312	PROJECT MANAGEMENT					
313	CEV, HUT & CABINET					
314	Project Coordination	Per CLEC Application	NRFCCK		\$631.17	
315	TIME SENSITIVE ACTIVITIES					
316	PRE-VISITS					
317	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
318	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
319	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72	
320	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
321	CONSTRUCTION VISITS					
322	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
323	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
324						
325	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
326	REAL ESTATE					
327	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
328	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
329	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
330	COMMON SYSTEMS					
331	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
332	PLANNING					
333	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
334	Planning	Per Request	NRFCJ		\$4,601.93	
335	Planning - Subsequent Inter. Cabling	Per Request	NRFCCE		\$2,267.04	
336	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
337	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
338	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
339	POWER PROVISIONING					
340	Power Panel:					
341	50 Amp	Per Power Panel (CLEC provides)	NONE			
342	200 Amp	Per Power Panel (CLEC provides)	NONE			
343	Power Cable and Infrastructure:					
344	Power Cable Rack	Per Four Power Cables or Quad	NONE			
345	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
346	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
347	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
348	Equipment Grounding:					
349	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
350	DC POWER AMPERAGE CHARGE					
351	HVAC	Per 10 Amps	S8GCS	\$14.62		
352	Per Amp	Per Amp	S8GCR	\$10.61		
353	FIBER CABLE PLACEMENT					
354	Central Office:					
355	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
356	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 836 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
358	MISCELLANEOUS & OPTIONAL COST:					
359	MISCELLANEOUS COSTS					
360	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
361	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
362	Space Availability Report	Per Premise	NRFCQ		\$168.04	
363	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
364	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
365	CAGE COMMON COSTS					
366	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
367	INTERCONNECTION COSTS:					
368	ILEC TO CLEC CONNECTION					
369	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
370	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
371	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
372	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
373	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
374	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
375	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
376	RSM Option					
377	Additional Dedicated HVAC Charge	per request	NRFCL		\$3,100.00	
378	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
379						
380	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
381	REAL ESTATE					
382	Site Conditioning	Per Bay	S8GCL		\$92.81	
383	Safety & Security	Per Frame	S8GCN		\$195.57	
384	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
385	COMMON SYSTEMS					
386	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
387	PLANNING					
388	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
389	Planning	Per Request	NRFCJ		\$4,601.93	
390	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
391	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
392	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
393	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
394	POWER PROVISIONING					
395	Power Panel:					
396	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
397	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
398	Power Cable and Infrastructure:					
399	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
400	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
401	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
402	Equipment Grounding:					
403	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
404	DC POWER AMPERAGE CHARGE					
405	HVAC	Per 10 Amps	S8GCS	\$14.62		
406	Per Amp	Per Amp	S8GCR	\$10.61		
407	FIBER CABLE PLACEMENT					
408	Central Office:					
409	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
410	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
411	MISCELLANEOUS & OPTIONAL COST:					
412	MISCELLANEOUS COSTS					
413	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
414	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
415	Space Availability Report	Per Premise	NRFCQ		\$168.04	
416	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
417	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
418	CAGE COMMON COSTS					
419	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
420	INTERCONNECTION COSTS:					
421	ILEC TO CLEC CONNECTION					
422	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
423	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
424	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
425	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
426	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58	
427	DS3 Arrangement - DSX	1 DS3	S8GDX	\$7.14	\$603.89	
428	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 837 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	RSM Option					
429	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
431	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
432						
433	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
434	REAL ESTATE					
435	Site Conditioning	Per Frame	S8FX5		\$92.81	
436	Safety & Security	Per Frame	S8FX6		\$195.57	
437	Floor Space Usage	Per Frame	S8F62	\$28.91		
438	COMMON SYSTEMS					
439	Common Systems - Standard	Per Frame	S8F64	\$10.75		
440	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
441	PLANNING					
442	Planning	Per Request	NRM99		\$5,555.76	
443	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
444	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
445	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
446	POWER PROVISIONING					
447	Power Cable and Infrastructure:					
448	Power Cable Rack	Per Four Power Cables or Quad	NONE			
449	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
450	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
451	Equipment Grounding:					
452	Ground Cable Placement	Per Frame	S8F69	\$0.36		
453	DC POWER AMPERAGE CHARGE					
454	HVAC	Per 10 Amps	S8FXO	\$14.62		
455	Per Amp	Per Amp	S8FXN	\$10.61		
456	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
457	FIBER CABLE PLACEMENT					
458	Central Office:					
459	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
460	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
461	CEV, HUT & Cabinets:					
462	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
463	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
464	MISCELLANEOUS & OPTIONAL COST:					
465	MISCELLANEOUS COSTS					
466	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
467	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
468	VIRTUAL FRAME OPTIONS					
469	Standard Equipment Bay	Each (CLEC Provided)	NONE			
470	CEV, HUT, CABINET					
471	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
472	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
473	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
474	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
475	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
476	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
477	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
478	INTERCONNECTION COSTS:					
479	ILEC TO CLEC CONNECTION					
480	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
481	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
482	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
483	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
484	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
485	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
486	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
487	VIRTUAL TO VIRTUAL CONNECTION					
488	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
489	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
490	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
491	Route Design		NRLWF		\$463.36	
492	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
493	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
494	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
495	PROJECT MANAGEMENT					
496	CEV, HUT & CABINET					
497	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 838 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
498	CENTRAL OFFICE TYPE					
499						
500	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
501	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
502	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
503	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
504	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
505	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
506	CEV, HUT & CABINET					
507	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
508	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
509	ADDITIONAL LABOR ELEMENTS					
510	TRAINING					
511	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
512	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
513	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
514	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
515	EQUIPMENT EVALUATION COST					
516	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
517	TEST AND ACCEPTANCE					
518	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
519						
520	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
521	REAL ESTATE					
522	Site Conditioning	Per Frame	S8FX5		\$92.81	
523	Safety & Security	Per Frame	S8FX6		\$195.57	
524	Floor Space Usage	Per Frame	S8FX1	\$28.91		
525	COMMON SYSTEMS					
526	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
527	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
528	PLANNING					
529	Planning	Per Request	NRM99		\$5,555.76	
530	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
531	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
532	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
533	POWER PROVISIONING					
534	Power Cable and Infrastructure:					
535	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
536	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
537	Equipment Grounding:					
538	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
539	DC POWER AMPERAGE CHARGE					
540	HVAC	Per 10 Amps	S8FXO	\$14.62		
541	Per Amp	Per Amp	S8FXN	\$10.61		
542	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
543	FIBER CABLE PLACEMENT					
544	Central Office:					
545	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
546	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
547	CEV, HUT & Cabinets:					
548	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
549	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
550	MISCELLANEOUS & OPTIONAL COST:					
551	MISCELLANEOUS COSTS					
552	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
553	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
554	VIRTUAL FRAME OPTIONS					
555	Standard Equipment Bay	Each	S8FX2	\$22.19		
556	CEV, HUT, CABINET					
557	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
558	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
559	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
560	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
561	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
562	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
563	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 839 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
564	INTERCONNECTION COSTS:					
565	ILEC TO CLEC CONNECTION					
566	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
567	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
568	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
569	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
570	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
571	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
572	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
573	VIRTUAL TO VIRTUAL CONNECTION					
574	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
575	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
576	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
577	Route Design		NRML9		\$463.36	
578	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
579	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
580	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
581	PROJECT MANAGEMENT					
582	CEV, HUT & CABINET					
583	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17	
584	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
585	CENTRAL OFFICE TYPE					
586	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
587	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
588	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
589	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
590	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
591	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
592	CEV, HUT & CABINET					
593	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
594	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
595	ADDITIONAL LABOR ELEMENTS					
596	TRAINING					
597	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
598	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
599	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
600	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
601	EQUIPMENT EVALUATION COST					
602	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
603	TEST AND ACCEPTANCE					
604	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
605						
606	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
607	PLANNING					
608	Planning - Initial	Per Request	NRFA1		\$9,268.73	
609	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
610	REAL ESTATE					
611	Land Rental	Per Square Foot	S8GEN	\$0.44		
612	POWER PROVISIONING					
613	Power Cable and Infrastructure:					
614	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
616	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
617	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
618	AC Service:					
619	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
620	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 840 of 906

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
3	DC POWER AMPERAGE CHARGE					
621	Per Amp	Per Amp	S8GCR	\$10.61		
623	FIBER CABLE PLACEMENT					
624	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
625	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
626	CABLE RACK					
627	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
628	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
629	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
630	CONDUIT PLACEMENT					
631	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
632	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
633	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
634	INTERCONNECTION COSTS:					
635	ILEC TO CLEC CONNECTION					
636	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
637	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
638	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
639	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89	
640	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40	
641	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67	
642	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
643						
644	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
645	PLANNING					
646	Planning - Initial	Per Request	NRFA1		\$9,268.73	
647	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
648	REAL ESTATE					
649	Land Rental	Per Square Foot	S8GEN	\$0.44		
650	POWER PROVISIONING					
651	Power Cable and Infrastructure:					
652	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
653	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00	
654	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
655	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
656	AC Service:					
657	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
658	AC Usage	Per KWH	S8GEO	\$0.05		
659	DC POWER AMPERAGE CHARGE					
660	Per Amp	Per Amp	S8GCR	\$10.61		
661	FIBER CABLE PLACEMENT					
662	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
663	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
664	CABLE RACK					
665	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
666	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
667	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
668	CONDUIT PLACEMENT					
669	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
670	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
671	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
672	INTERCONNECTION COSTS:					
673	ILEC TO CLEC CONNECTION					
674	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93	
675	Voice Grade Arrangement	100 Shielded Pairs	S8GBN	\$6.19	\$1,371.93	
676	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45	
677	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45	
678	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33	
679	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33	
680	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
681						

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF CALIFORNIA, LP
EFFECTIVE DATE:

Page 841 of 906

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and CLEC ("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 California.

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 February 8, 1996 (the "Agreement"); and

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

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

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

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

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

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law,” “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission (“Commission”) and shall become effective upon filing with such Commission (the “Amendment Effective Date”).
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party’s act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2006, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

TRO/TRRO ATTACHMENT

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

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, *examples of* of a “Predominantly Residential” MDU *include* an apartment building, condominium building, cooperative or planned unit development that allocates more than *fifty* percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.7 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.8 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.9 **Tier 3 Wire Centers.** In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.10 **Business Lines.** For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-

offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

- 0.1.11 **Embedded Base.** Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.12 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.13 **Fiber-Based Collocator.** A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term "fiber-based collocator" shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.14 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.15 **Dedicated Transport** is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.
- 0.1.16 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.
- 0.1.17 "Commingled Arrangement" means the arrangement created by Commingling.

- 0.1.18 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.19 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 0.1.20 “Line Splitting” refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.
- 0.1.21 “Local Loop” means a transmission facility between a distribution frame (or its equivalent) in AT&T’s Central Office and the loop demarcation point (marking the end of AT&T’s control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term “Local Loop” includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier (“IDLC”).
- 0.1.22 The term “Cross Connect” refers to a cable that connects CLEC’s collocation arrangement to the ILEC’s distribution frame.
- 0.1.23 The term “DS-0” refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.
- 0.1.24 The term “hot cut” refers to an individual transfer of a DS 0/voice grade loop with the live customer’s service(s).
- 0.1.25 The term “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.
- 0.1.26 The term “Relevant Transition Period” means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance Facilities (i.e., Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with AT&T ILEC’s networks.);
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;

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

- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching. In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to SS7 signaling alters CLEC's right to obtain facilities for interconnection of SS7 signaling networks, pursuant to Section 251(c)(2) of the Act for use in connection with the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 As to any TRO Affected Element for which AT&T provides such notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement, which, at CLEC's option, may include any arrangement to which CLEC is entitled under Section 13 below or under Applicable Law.
 - 1.3.2.1 CLEC may elect to replace a TRO Affected Element with a service provisioned on CLEC's own facilities or the facilities or services of a third-party. AT&T and CLEC shall use commercially reasonable efforts to facilitate the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules.
 - 1.3.2.2 Conversion to State Law-Required Element. CLEC may elect to convert a TRO Affected Element to an analogous element or service that is required under state law, where applicable.
 - 1.3.2.3 Upon request, AT&T shall provide combinations of unbundled Network Elements in accordance with the requirements of this Agreement and Applicable Law, including 47 CFR Section 51.315 AT&T shall not separate CLEC requested unbundled network elements that are already combined unless requested by CLEC.
 - 1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration)

and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the TRO Affected Element be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in Sections 1.0 and 2.0.

- 2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

- 2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the

requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:

- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;
- (b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or
- (c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or

other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

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

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.

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

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

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

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

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.7 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end

of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.7 of this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.9 of this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

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

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a

minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

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

3.2.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.6 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.7 and 0.1.8 have been met. AT&T’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T’s wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.6, 0.1.7 or 0.1.8 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification

to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
 - 4.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 4.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.1.2 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 the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, 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.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the 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). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated

Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.
- 4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 4.2 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 4.4 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.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

- 4.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.7 Intentionally left blank.
- 4.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (90) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.

5.0 Commingling and Commingled Arrangements.

- 5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in California except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in California under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. While not a commingling arrangement, UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that

such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

- 5.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to the Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide 60 days notice to CLEC if the tariff change affects the availability of a product used by that CLEC to provide a commingled arrangement, pursuant to the notification process associated with such access tariffs as provided for under Section 214 or applicable state law prior to such changes or additions. Additionally, for additions or changes that do more than impact rates, AT&T will grandfather in place Commingled arrangements ordered out of its state Access tariffs that have been ordered prior to the access tariffs’ effective date.
- 5.8 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act (“Section 271 Elements”) or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in this Section 5.8, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions; the 271 rates, terms and conditions are not appropriate for inclusion in this Amendment, but rather the rates could be published in an Accessible Letter, placed in a tariff, or subject to a commercial agreement.
- 5.9 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled network element or a Combination of unbundled network elements with (i) wholesale services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled network elements or Combinations of unbundled network elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 6.0 EELs.
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Amendment. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.

- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled network elements.
- 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .
- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):
- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one assigned local telephone number (NPA-NXX-XXXX);
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
 - (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit;
 - (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
 - (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
 - (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.7 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in California with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for California, subject to Section 6.3.7.4 of this Section.
 - 6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.
 - 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The

independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, CLEC shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria and if CLEC does not dispute the finding the CLEC will submit payment for the disputed amounts to AT&T.
- 6.3.7.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.7.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.7.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.
- 6.3.7.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement.
- 6.3.7.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

- 6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.
- 6.5 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer²
- 7.0 Availability of HFPL for Purposes of Line Sharing. [NOTE – LANGUAGE TO BE ADDRESSED IN SEPARATE PHASE OF THIS PROCEEDING.]
- 8.0 Routine Network Modifications. [NOTE – LANGUAGE TO BE ADDRESSED IN RNM PHASE OF THIS PROCEEDING.]
- 9.0 Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]
- 10.0 Conversions.
- 10.1 Conversion of Wholesale Services to UNEs and Vice Versa
- 10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, and vice versa, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 10.1.3.1 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-

² Each CLEC, in its sole discretion, may adopt either Option 1 or Option 2, but not both. The option not selected by the CLEC will be removed from the amendment. Any CLEC that does not have HFPLs in-service in California may elect to omit the section 7 language in its entirety.

used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled network element or Combination of unbundled network elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

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

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

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

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

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

- (a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions

exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.

- 11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC, upon request, may obtain or has obtained access pursuant to 47 C.F.R. §51.319(a). AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.
- 11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.
- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.
- 11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.
- 11.2.5 IDLC Hybrid Loops. Where a CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access, and AT&T may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.6 of this Attachment, if any) to the provision unbundled loops where it has deployed IDLC except as provided under this Agreement.
- 12.0 Use of Unbundled Network Elements.
- 12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.
- 12.3 A CLEC that accesses and uses an unbundled network element consistent with Section 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

13.1 Intentionally left blank.

13.2 Intentionally left blank.

13.3 Intentionally left blank.

13.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 13.

13.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.

14.3 Notwithstanding Section 1.0, AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.1. AT&T will perform such reclassification at no charge.

15.0 Signaling.

15.1 Where Signaling System 7 (SS7) is deployed, the Parties will use 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 SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

- 15.2 Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (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.

**COLLOCATION AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
AT&T CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.**

This Collocation Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) by and between Pacific Bell Telephone Company d/b/a AT&T California (“AT&T California”) and Time Warner Telecom of California, L.P. (“**TWTC**”) is dated June 21, 2006.

WHEREAS, AT&T California and TWTC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Act**”) dated July 26, 2002, as amended prior to the date hereof (the “**Agreement**”);

WHEREAS, TWTC and AT&T California, in exchange for certain consideration, in order to achieve certainty regarding the rates for Interconnection Cabling, and to alleviate the necessity for future disputes, wish to amend the Agreement to remove the Monthly Recurring Rates from the Collocation Rate Summary; and

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

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement. The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
2. Beginning on and after the Amendment Effective Date (as defined in paragraph 6 of this Amendment), the Parties agree that the Monthly Recurring Rates for DS1 Arrangements (DSX or DCS), DS3 Arrangements (DSX or DCS), and DS0 Voice Grade Arrangements of Interconnection Cabling shall be as set forth in the Collocation Rate Summary attached to this Amendment as Attachment A. Such rates shall be zero rated and such rates shall apply to all existing TWTC collocation arrangements. References to this Amendment shall include the Amendment and the Collocation Rate Summary.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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.
4. Nothing in this Amendment shall be deemed or considered an admission on the part of AT&T California as to, or evidence of, the unreasonableness of the rates and elements for DS1, DS3, and DS0 collocation Interconnection Cabling in AT&T California, or of the manner in which AT&T California has applied or billed such rates, or any other aspect of its collocation Interconnection Cabling billing, all as existed prior to the changes being made by this Amendment.

5. The effective date of this Amendment shall be the day the CPUC approves this Amendment under Section 252(e) of the Act or, absent such CPUC approval, the date this Amendment is deemed approved by operation of law (“**Amendment Effective Date**”). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CPUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the CPUC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.
7. 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, its rights under 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).
8. This Amendment constitutes the entire agreement of the Parties with respect to the subject matter of this Amendment and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

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

**Time Warner Telecom of California, L.P.
By: Time Warner Telecom Holdings, Inc.,
Its general partner**

By: Tina Davis

Printed: _____

Title: Tina Davis
General Counsel

Date: 6/13/06

**Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its
authorized agent**

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 06/21/06

AECN/OCN # _____

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
3	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
11	Planning	Per Request	NRFCB		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
15	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)	NONE			
19	200 Amp	Per Power Panel (CLEC Provided)	NONE			
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad	NONE			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps	S8GCS	\$14.62		
29	Per Amp	Per Amp	S8GCR	\$10.61		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	NRFCQ		\$168.04	
39	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$0.00	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$0.00	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$0.00	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$0.00	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$0.00	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$0.00	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
56	Route Design		NRFCX		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request	NRFCB		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
1	Product Type	Rate Element Description	USOC			
72						
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
74	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
82	Planning	Per Request	NRFCF		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
86	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps	S8GCS	\$14.62		
99	Per Amp	Per Amp	S8GCR	\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	NRFCQ		\$168.04	
109	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$0.00	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$0.00	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	S8GDK	\$0.00	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	S8GDP	\$0.00	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	S8GDV	\$0.00	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$0.00	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
126	Route Design		NRFCX		\$424.88	
127	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
142						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
144	REAL ESTATE					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
148	COMMON SYSTEMS					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
150	PLANNING					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
152	Planning	Per Request	NRFCJ		\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
157	POWER PROVISIONING					
158	Power Panel:					
159	50 Amp	Per Power Panel (CLEC Provided)	NONE			
160	200 Amp	Per Power Panel (CLEC Provided)	NONE			
161	Power Cable and Infrastructure:					
162	Power Cable Rack	Per Four Power Cables or Quad	NONE			
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
166	Equipment Grounding:					
167	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
168	DC POWER AMPERAGE CHARGE					
169	HVAC	Per 10 Amps	S8GCS	\$14.62		
170	Per Amp		S8GCR	\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
172	FIBER CABLE PLACEMENT					
173	Central Office:					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
176	CEV, HUT & Cabinets:					
177	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
179	MISCELLANEOUS & OPTIONAL COST:					
180	MISCELLANEOUS COSTS					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
182	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
183	Space Availability Report	Per Premise	NRFCQ		\$168.04	
184	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
186	CAGELESS / POT BAY OPTIONS					
187	Standard Equipment Bay	Each (CLEC Provided)	NONE			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
190	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
191	DDP-1 Panel	Each (CLEC Provided)	NONE			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
194	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
196	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
197	CEV, HUT, CABINET					
198	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
199	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
200	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
201	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
202	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
203	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
204	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
205	INTERCONNECTION COSTS:					
206	ILEC TO CLEC CONNECTION					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$0.00	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$0.00	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$0.00	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$0.00	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$0.00	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$0.00	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
218	Route Design		NRFCX		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application	NRFCX		\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
234						
	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
235	REAL ESTATE					
236	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
244	Planning	Per Request	NRFCJ		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
248	Planning - Non-Standard	Per Request	NRFCG		\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps	S8GCS	\$14.62		
261	Per Amp	Per Amp	S8GCR	\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	NRFCQ		\$168.04	
275	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1						
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$0.00	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$0.00	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	S8GDL	\$0.00	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$0.00	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	S8GDW	\$0.00	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	S8GD1	\$0.00	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
307	Route Design		NRFCX		\$424.88	
308	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application	NRFCCK		\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
333	Planning	Per Request	NRFCJ		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
337	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad	NONE			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps	S8GCS	\$14.62		
351	Per Amp	Per Amp	S8GCR	\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRFCQ		\$168.04	
361	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$0.00	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$0.00	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$0.00	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$0.00	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$0.00	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$0.00	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request	NRFCCL		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay	S8GCL		\$92.81	
381	Safety & Security	Per Frame	S8GCN		\$195.57	
382	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
387	Planning	Per Request	NRFCJ		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
391	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps	S8GCS	\$14.62		
404	Per Amp	Per Amp	S8GCR	\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRFCQ		\$168.04	
414	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$0.00	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$0.00	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	S8GDM	\$0.00	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	S8GDR	\$0.00	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	S8GDX	\$0.00	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	S8GD2	\$0.00	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
429	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
430						
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
432	REAL ESTATE					
433	Site Conditioning	Per Frame	S8FX5		\$92.81	
434	Safety & Security	Per Frame	S8FX6		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
439	PLANNING					
440	Planning	Per Request	NRM99		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad	NONE			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps	S8FXO	\$14.62		
453	Per Amp	Per Amp	S8FXN	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE			
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
471	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$0.00	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$0.00	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$0.00	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$0.00	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$0.00	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$0.00	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
489	Route Design		NRLWF		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1	EQUIPMENT MAINTENANCE AND SECURITY ESCORT CENTRAL OFFICE TYPE					
496						
497						
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
510	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
511	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame	S8FX5		\$92.81	
521	Safety & Security	Per Frame	S8FX6		\$195.57	
522	Floor Space Usage	Per Frame	S8FX1	\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
525	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
526	PLANNING					
527	Planning	Per Request	NRM99		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps	S8FXO	\$14.62		
539	Per Amp	Per Amp	S8FXN	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each	S8FX2	\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$0.00	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$0.00	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	S8FXE	\$0.00	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	S8FXF	\$0.00	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	S8FXG	\$0.00	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	S8FXH	\$0.00	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
575	Route Design		NRML9		\$463.36	
576	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
596	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request	NRFA1		\$9,268.73	
607	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot	S8GEN	\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
618	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp	S8GCR	\$10.61		
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
630	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$0.00	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$0.00	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$0.00	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$0.00	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$0.00	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$0.00	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
641						
642	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
643	PLANNING					
644	Planning - Initial	Per Request	NRFA1		\$9,268.73	
645	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot	S8GEN	\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
656	AC Usage	Per KWH	S8GEO	\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp	S8GCR	\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$0.00	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$0.00	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	S8GDN	\$0.00	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	S8GDS	\$0.00	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	S8GDY	\$0.00	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	S8GD3	\$0.00	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
679						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/TWTC
EFFECTIVE DATE:

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

AMENDMENT
TO THE
LOCAL INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

The Interconnection Agreement (“the Agreement”) by and between Pacific Bell Telephone Company d/b/a AT&T California (“AT&T California”) and Time Warner Telecom of California, L.P. (“TWTC”) is hereby amended as follows:

(1) Add the Negotiated Out of Exchange Traffic Appendix to the underlying Agreement, which is attached hereto and incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

(4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-313 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”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-California shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC’s own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC’s Order *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T-California has adopted the FCC ISP terminating compensation plan (“FCC Plan”) in California, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T-California’s right to exercise its option at any time to adopt on a date specified by AT&T-California the FCC

Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, 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.

(5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of the State of California ("CA-PUC"). This Amendment shall be effective 10 days following said commission's approval.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 31st day of July, 2006, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.
By: Time Warner Telecom Holdings Inc.,
its general partner

Signature: Tina Davis

Name: Tina Davis

(Print or Type)
Deputy General Counsel

Title: _____
(Print or Type)

Date: 7.19.06

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

Signature: Rebecca L. Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 7-31-06

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX OUT OF EXCHANGE TRAFFIC

TABLE OF CONTENTS

DEFINITIONS	1
INTRODUCTION.....	2
NETWORK MANAGEMENT	3
NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC	4
INTERCARRIER COMPENSATION.....	5
INTERLATA SECTION 251(B)(5) TRAFFIC	6

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Time Warner Telecom of California, L.P. ("TWTC") operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide TWTC with access to lawful unbundled network elements (Lawful UNES) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of TWTC's Telecommunications Services. The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNES and access to Lawful UNES under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to TWTC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide such Lawful UNES, Collocation, Interconnection and/or Resale to TWTC for the purposes of TWTC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNES or to provide access to Lawful UNES under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement

associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to TWTC for provisioning telecommunication services within an AT&T-13STATE incumbent local exchange area(s) in the State in which TWTC's current Interconnection Agreement with AT&T-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a competitive local exchange carrier within AT&T-13STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-13STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-13STATE and OE-LEC shall route all traffic originated by them according to the LERG, except as otherwise provided herein. Any compensation due either Party for misrouted traffic originated by the other Party shall be paid by the originating Party, except as provided to the contrary by applicable law. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, Wireless Service Providers ("WSPs") and NXXs 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 NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-13STATE and OE-LEC shall route all traffic originated by them according to the LERG, except as otherwise provided herein. Any compensation due either Party for misrouted traffic originated by the other Party shall be paid by the originating Party, except as provided to the contrary by applicable law. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and CLEC ("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 California.

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 February 8, 1996 (the "Agreement"); and

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

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

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

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

WHEREAS, the Public Utilities Commission of the state of California ("CA-PUC") released an order on January 26, 2006 in Docket No 05-07-024 adopting agreement language implementing portions of the TRO, TRO Reconsideration Orders, and TRRO (the TRO/TRRO Amendment), which became effective as of January 26, 2006;

WHEREAS, the CA-PUC released an order on January 11, 2007 in Docket No 05-07-024 (D.07-01-019) modifying the TRO/TRRO Amendment, which modifications became effective as of January 11, 2007;

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

Definitions.

- I. Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as (1) a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

- II. Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
 - III. Hybrid Loop. A Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
1. The Parties agree that the TRO/TRRO Amendment should be amended by replacing the definitions of "Fiber-to-the-Curb Loop," "Fiber-to-the-Home Loop," and "Hybrid Loop" with the definitions set forth above.
 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 the "DEFINITIONS" Section of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
 6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
 7. This Amendment shall be deemed approved, absent rejection of the advice letter by the Commission, thirty (30) days from the filing date of the advice letter to which this Amendment is appended. Upon approval, pursuant to Order D.07-01-019, the Amendment shall be deemed effective as of January 11, 2007 (the "Amendment Effective Date").
 8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.

The Interconnection Agreement dated October 4, 2002 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California")¹ and Time Warner Telecom of California, L.P. ("TWTC") ("Agreement") effective in the State of California is hereby amended as follows:

1. Section 5 Effective Date, Term and Termination of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 15, 2006 until December 15, 2009 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from TWTC, by AT&T California pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T California shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California and shall become effective ten (10) days following approval by such Commission.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 12th day of December, 2007, by AT&T California, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of California, L.P.

By: Time Warner Telecom Holdings Inc., its general partner

By: Tina Davis

Name: Tina Davis

~~Senior Vice President~~
Deputy General Counsel

Title: _____
(Print or Type)

Date: 11/30/07

Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATORY**

Date: 12-12-07

FACILITIES-BASED OCN # 7718

UNE OCN # 7456

RESALE OCN # 8402

ACNA TIM

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
TIME WARNER TELECOM OF CALIFORNIA, L.P.**

The Interconnection Agreement by and between Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California") and tw telecom of california l.p. (f/k/a Time Warner Telecom of California, L.P.), is hereby amended as follows.

WHEREAS, AT&T California and Time Warner Telecom of California, L.P. ("Time Warner") are the parties to that certain Interconnection Agreement dated as of October 4, 2002 (the "Agreement"); and

WHEREAS, Time Warner has changed its name to "tw telecom of california l.p.", ("tw telecom") and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T California and tw telecom hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Time Warner Telecom of California, L.P." to "tw telecom of california l.p."
2. AT&T California shall reflect that name change from "Time Warner Telecom of California, L.P." to "tw telecom of california l.p." only for the main billing account (header card) for each of the accounts previously billed to Time Warner. AT&T California shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T California's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, tw telecom affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Time Warner with AT&T California for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, tw telecom shall operate with AT&T California under the "tw telecom of california l.p." name for those accounts. Such operation shall include, by way of example only, submitting orders under tw telecom, and labeling (including re-labeling) equipment and facilities with tw telecom.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

tw telecom of california l.p.

By: tw telecom holdings inc., its general partner

By: Tina Davis

Printed: Tina Davis

Senior Vice President
Deputy General Counsel

Title: _____
(Print or Type)

Date: 11/24/08

Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent

By: Eddie A Reed Jr

Printed: EDDIE A REED JR

Title: Director-Interconnection Agreements

Date: 12-11-08

Resale OCN # 8402

UNE OCN # 7456

Switch Based OCN # 7718, 7241

ACNA TIM

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA
AND
tw telecom of california l.p.

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California") and tw telecom of california l.p. ("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 California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 17, 2003 (the "Agreement"); and

WHEREAS, the California Public Utilities Commission (CPUC) recently approved changes to the California Performance Incentive Plan (PIP); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the new PIP by updating the existing remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing remedy provisions of the underlying Agreement with the new Appendix Remedy Plan 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 paragraph 2.
3. Scope of Amendment. This Amendment shall modify the Agreement only to the extent set forth expressly in paragraph 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.
4. 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.
5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date"). Provided however, the new Appendix Remedy Plan shall be implemented as of the date this Amendment is fully executed.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

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.

tw telecom of california l.p.

By: tw telecom holdings inc., its general partner

By: Tina DavisPrinted: Tina Davis
Senior Vice President
Deputy General CounselTitle: _____
(Print or Type)Date: 1/27/09Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agentBy: Eddie A. Reed, Jr.Printed: Eddie A. Reed, Jr.Title: Director-Interconnection AgreementsDate: 1-30-09

Resale OCN # 8402

UNE OCN # 7456

Switch Based AECN # 7718, 7241

ACNA TIM

APPENDIX REMEDY PLAN

TABLE OF CONTENTS

INTRODUCTION.....1

APPENDIX REMEDY PLAN

1. INTRODUCTION

- 1.1 AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California. The Remedy Plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, is not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular remedy, or the language describing that remedy, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T CALIFORNIA is limited to providing any particular manner of access. The Parties' rights and obligations relating to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.2 "AT&T California Remedy Plan" is the Plan approved by the California Public Utilities Commission in Decision Number 08-12-032. By including this Appendix in its Interconnection Agreement, CLEC elects to receive Remedy Payments pursuant to Ordering Paragraph 2 of Decision Number 08-12-032.
- 1.3 Any future Commission-ordered additions, modifications and/or deletions to the AT&T California Remedy Plan in a generic docket or rulemaking proceeding, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.4 AT&T CALIFORNIA's agreement to implement this Remedy Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to AT&T CALIFORNIA's performance. AT&T CALIFORNIA and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T CALIFORNIA has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T CALIFORNIA's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Remedy Plan agrees that AT&T CALIFORNIA's performance with respect to this Plan, including the payment of remedies under this Plan, may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.5 Nothing herein shall be interpreted to be a waiver of AT&T CALIFORNIA's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
tw telecom of california l.p.

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and tw telecom of California l.p. ("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 California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 1/17/2003 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended the Agreement (the "TRO/TRRO Amendment") pursuant to the California Public Utilities Commission's Decision D. 06-01-043 in Docket No. 05-07-024 (the "California Decision") regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California (the "Court") issued an order reversing, in part, the California Decision; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

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

1. The TRO/TRRO Attachment to the California TRO/TRRO Amendment thereto, is amended as stated below:
 - 1.1 In Section 2.1.3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";
 - 1.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 3.1.4.1;
 - 1.3 The text of Section 5.7 is revised to read as follows:

In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide notice to CLEC if the tariff change eliminates the availability of a product pursuant to the notification process associated with such Access tariffs as provided for under Section 47 U.S.C.A Section 214 of the Act.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

tw telecom of california l.p. By: tw telecom holdings
inc., its general partner

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its authorized
agent

Signature: Tina Davis

Signature: Eddie A. Reed, Jr.

Name: _____
(Print or Type)

Name: Eddie A. Reed, Jr.

Tina Davis
Senior Vice President
Deputy General Counsel
Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 11-12-09

Date: 11-17-09

Resale OCN # 8402

UNE OCN # 7456

Switch Based OCN # 7718, 7241

ACNA TIM

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2010	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 38241	Requested Effective Date: October 31, 2010	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Elizebeth Hansen		regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2011 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) ALJ-181			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ <i>Rev. 09/24/07</i>		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2010

U 1001 C
 Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal". The signature is written in a cursive, flowing style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

regtss@att.com
ajbily@aol.com
angelika.jacob@verizon.com
anitataffrice@earthlink.net
bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoi@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mariacarbhone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@cmmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzter	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jioxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lsi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujana Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcomm.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1regulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcmsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").²

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

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. 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 approval by such Commission.

22 State Generic Attachment Number			Current 2010 Recurring Rate	2011 Modified Recurring Rate
	<u>GENERIC TERMINOLOGY</u>			
	<u>NETWORK ELEMENTS</u>			
	<u>LOOPS</u>			
	<u>OANAD Terminology - LINKS)</u>			
13		2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
	DS3 Loop			
13		Zone 1	\$ 474.73	471.17
13		Zone 2	\$ 702.79	697.52
13		Zone 3	\$ 1,388.30	1377.89
13		Statewide	\$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

13		IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
13		IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
	<u>Interoffice Transport</u> <u>(OANAD Terminology - Dedicated Transport)</u>			
	<u>DS-0</u>			
		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 4.52	4.49
		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.01	0.01
13	<u>DS-1</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
13				
13	<u>DS-3</u> <u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77

AT&T Wholesale Amendment



September 30, 2011

U 1001 C
 Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

*new price_{UNE} = old price_{UNE} * (1 + index)*
where
index = Inflation_{previousyear} - 2.25%
where
Inflation_{previousyear} ≤ 3.00 and ≥ 1.50.

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.

Index= 1.5%-2.25% = -0.75%

Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

Page 7 of 23 CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.co	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kröss@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio									
Birch Telecom of the West, Inc.	Interconnection	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Blue Casa Communications, LLC	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Rooster Telecom, Inc.	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Bright House Networks Information Services (California), LLC	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.co	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser							Beth_Choroser@comcast.		
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	com	215-286-5039	215-286-7893
Cometisys Corporation	Interconnection	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
	13 State - Interconnection - Renegotiated 2	Larry Halstead									
Competitive Communications, Inc.			CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
	13 State - Interconnection - Renegotiated 2										
Cox California Telcom, LLC	Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
	13 State - Interconnection - Renegotiated 1		Vice President of Operations								
dPi Teleconnect, L.L.C.	Interconnection - Renegotiated 1	Charles Hartley		1330 Capital Parkway		Carrolton	TX	75006	chuck.hartley@dpitelecon	(972) 488-8676	(972) 488-5500
	Interconnection - Renegotiated 1										
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
	13 State - Interconnection - Renegotiated 3										
Easton Telecom Services, LLC	Sectional - see Comments - Renegotiated 2	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
	Sectional - see Comments - Renegotiated 2		EVP, General Counsel						jjoxley@integratelecom.co		
Electric Lightwave, Inc	Interconnection	J. Jeffery Oxley		Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	m	(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcr		
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.co	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercub	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	e-llc.com	(678) 387-2791	(678) 387-3802
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.	(847) 685-8944	(847) 685-8914
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	com	(720) 888-5134	(720) 888-2620
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(727) 738-5554	(727) 738-5553
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065		(559) 447-2121	(559) 447-2100
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043	rgeorge@ipnetworksinc.co	(562) 494-4977	(949) 922-5432
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director	1025 Eldorado Blvd		Broomfield	CO	80021	m	(562) 494-4977	(949) 922-5432
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
LSSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837		(502) 515-4138	(502) 410-1508
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopach	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	harris@lssi.net	(732) 512-2103	(732) 512-2100
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	sklopach@matrixbt.com	(214) 432-1576	(214) 432-1468
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	daromettel.net	(212) 635-5074	(212) 607-2003
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic	620 Third St		San Francisco	CA	94107	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	stthomas@tminc.com	(407) 740-0613	(407) 740-8575
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	om	(510) 995-5603	(510) 995-5602
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President- External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	mike@navtel.com	(501) 954-1602	(501) 954-4000
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave,	Orlando	FL	32817	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	pbewick@newedgenetwor		
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	ks.com	360-737-0828	360-906-9775
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605			
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	Al.Finnell@paetec.com		(704) 319-1946
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606		(949) 200-6062.	(408) 343-8206
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
										214-630-6759	214-630-9273

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelephone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcmsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcomm.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard		9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1regulatory@gmail.com	(618) 623-2300 X 1189	(618) 623-2301
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President- Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcmsolution.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Raphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1			27515 Enterprise Circle West					greg.m@socaltelephone.com		
Wide Voice, LLC	Interconnection - Renegotiated 1	Greg Michaels	President			Temecula	CA	92590		(951) 693-1550	(951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751			
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and **CLEC** ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace AT&T California Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the AT&T California Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached AT&T California Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Exhibit A

Page 12 of 23

		Current Recurring Rate	2011 CALTEL Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 13 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 14 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 15 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
DS3 Loop			
	Zone 1	\$ 474.73	471.17
	Zone 2	\$ 702.79	697.52
	Zone 3	\$ 1,388.30	1377.89
	Statewide	\$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 16 of 23

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 17 of 23

PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #3 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #3 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #3 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #4 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #4 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #4 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #5 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #5 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #5 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #7 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #7 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #7 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
4-Wire xDSL Loop			
PSD #3 - 4-Wire xDSL Loop Zone 1	\$	20.15	20.00
PSD #3 - 4-Wire xDSL Loop Zone 2	\$	24.38	24.20
PSD #3 - 4-Wire xDSL Loop Zone 3	\$	36.41	36.14
PSD #3 - 4-Wire xDSL Loop Statewide /1/	\$	22.41	22.24

		Current 2011 Recurring Rate	2012 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	36.14	35.87

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 19 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	48.30	47.94

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 20 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 21 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 22 of 23

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.77	4.73
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 23 of 23

	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL) (Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2012			
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 41216	Requested Effective Date: October 31, 2012	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers are Required for "Filer")			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Date Executed _____ Contract Total Rev (\$) _____	
Subject of filing: (Service(s) included) Amendment for 2013 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2012

U 1001 C
 Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{UNE} = \text{old price}_{UNE} * (1 + \text{index})$$

 where

$$\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$$

 where

$$\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1

Index= 2.1%-2.25% = -0.15%

Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
 A+ Wireless, Inc.
 Access One, Inc
 Access Point, Inc.
 ACN Communications Services, Inc
 Advanced TelCom, Inc.
 Airespring, Inc.
 ALEC, Inc.
 Arrival Communications, Inc.
 Astound Broadband, LLC
 AT&T Communications of California, Inc.
 Backbone Communications, Inc.
 Bandwidth.com CLEC, LLC
 BCN Telecom, Inc.
 Birch Telecom of the West, Inc.
 Blue Casa Telephone, LLC
 Blue Rooster Telecom, Inc.
 Bright House Networks Information Services (California), LLC
 Broadview Networks, Inc
 Broadwing Communications, LLC
 Brooks Fiber Communications
 Budget PrePay, Inc.
 BullsEye Telecom, Inc.
 Call America, Inc.
 Cal-Ore Communications, Inc.
 CBC Broadband Holdings, LLC
 Cbeyond Communications, LLC
 CCT Telecommunications, Inc.
 Charter Fiberlink CA - CCO, LLC
 Comcast Phone of California, LLC
 Competisys Corporation
 Comtel Telcom Assets LP dba Excel Telecommunications
 Comtel Telcom Assets LP dba VarTec Telecom
 ConnectTo Communications Inc.
 Covad Communications Company
 Cox California Telcom, LLC
 Creative Interconnect Communications, LLC
 Curatel, LLC
 Cypress Communications Operating Company, Inc.
 Digital West Networks, Inc.
 DMR Communications, Inc.
 dPi Teleconnect, L.L.C.
 DSLnet Communications, LLC
 Easton Telecom Services, LLC
 Electric Lightwave, Inc
 Enhanced Communications Network, Inc.
 Entelegent Solutions, Inc.
 Ernest Communications, Inc.
 Essex Acquisition Corporation
 FiberRide, Inc.
 First Communications, LLC

Fones4All Corporation
 Frazier Mountain Internet Services, Inc.
 Frontier Communications of America, Inc.
 Global Connect Telecommunications, Inc.
 Global Connection Inc. of America
 Global Crossing Local Services, Inc.
 Global Metro Networks California, LLC
 Granite Telecommunications, LLC
 Hypercube Telecom, LLC
 IBFA Acquisition Company, LLC
 ICG Telecom Group, Inc
 IDT America Corp
 Impulse Telecom, LLC
 Info-Tech Communications
 Infotelecom, LLC
 Integrated Telemanagement Services, Inc.
 Integrated TeleServices, Inc.
 InterMetro Communications, Inc.
 IP Networks, Inc.
 KMC Telecom V, Inc.
 Level 3 Communications LLC
 Lightyear Network Solutions, LLC
 Looking Glass Networks, Inc.
 LSSi Corp.
 Matrix Telecom, Inc.
 MCC Telephony of the West, LLC
 MCI WORLDCOM Communications, Inc.
 MCI metro Access Transmission Services LLC
 Metropolitan Telecommunications of California, Inc.
 Midwestern Telecommunications, Inc.
 Mosaic Networx, LLC
 Mpower Communications Corp.
 Mpower Networks Services, Inc.
 Neutral Tandem-California, LLC
 New Edge Network, Inc.
 Nexus Communications, Inc.
 nii communications, Ltd.
 Norcast Communications Corporation
 North County Communications
 O1 Communications, Inc.
 OACYS Telecom, Inc.
 Pacific Centrex Services, Inc.
 Pac-West Telecomm, Inc
 PaeTec Communications Inc
 PAXIO, Inc.
 Peerless Network of California, LLC
 Planet Telesis, Inc.
 Plumas Sierra Telecommunications
 PNG Telecommunications, Inc.
 Preferred Long Distance, Inc.
 Pre-Paid Tel.Com Inc
 Quality Telephone, Inc.
 QuantumShift Communications, Inc.

AT&T CALIFORNIA

Qwest Communications Company, LLC	TeleQuality Communications, Inc.
Race Telecommunications, Inc.	Telscape Communications, Inc.
Raw Bandwidth Telecom, Inc.	Think 12 Corporation
Reliance Globalcomm Services, Inc.	Time Warner Cable Information Services
Rosebud Telephone, LLC	(California), LLC
Rural Broadband Now!, LLC	Trans National Communications International,
Sage Telecom, Inc.	Inc.
SCC Communications Corp.	Tri-M Communications, Inc.
Sierra Advantage, Inc.	tw telecom of california l.p.
SnowCrest Telephone, Inc.	U.S. TelePacific Corp.
Sonic Telecom, LLC	United Communications Systems, Inc
Southern California Edison Company	Utility Telephone, Inc
Spectrotel, Inc.	Vaya Telecom, Inc.
Sprint Communications Company, L.P.	Verizon Avenue Corporation
SureWest Telephone and SureWest Televideo	Verizon California Inc.
Talk America Inc.	Verizon Select Services, Inc.
TC Telephone LLC	West Coast Voice & Data, Inc.
TCAST Communications, Inc	Wholesale Airtime, Inc.
Tel West Communications, LLC	Wide Voice, LLC
TelCentris Communications, LLC	WilTel Local Network, LLC
Telecom Management, Inc.	Worldwide Telecommunications, Inc.
Telekenex, Inc.	XO Communications Services, Inc.
Telephone Connection Local Services, LLC	YMax Communications Corp.
Telephone Service Incorporated	

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com	kathy.mcmahon@sprint.com
ajbily@aol.com	ksalazar@telekenex.com
anitataffrice@earthlink.net	leh@cpuc.ca.gov
bwilde@creatint.com	lorrie.bernstein@mossadams.com
channing@tobinlaw.us	lsaldana@czn.com
daguirre@telscape.net	mgomez1@bart.gov
deyoung@caltel.org	norbe@dwt.com
daniel.ostroff@xo.com	patricia.delgado@usmc.mil
diane.peters@globalcrossing.com	pcasciato@sbcglobal.net
esther.northrup@cox.com	regulatory@surewest.com
fernb@valleyyellowpages.com	rejones@ccmi.com
gina.wybel@netwolves.com	rgloistein@orrick.com
hope.christman@verizon.com	rlongview@telecom611.com
info@tobiaslo.com	rmonto@neutraltandem.com
jchicoin@czn.com	terry.houlihan@bingham.com
john_gutierrez@cable.comcast.com	warner@ucsc.edu
jspencer@creatint.com	william.sanders@sfgov.org
judypau@dwt.com	ysmythe@caltel.com
katherine.mudge@covad.com	

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) Inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
BullSEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2500	248-784-2501	dbailey@bulseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectcto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Carrier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel									
Verizon California Inc.			Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Verizon Select Services, Inc.											
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Airtime, Inc.											
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. 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 approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>(OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2013	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 42804	Requested Effective Date: October 31, 2013	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Contract _____ Date Executed _____ Total Rev (\$) _____	
Subject of filing: (Service(s) included) <u>Amendment for 2014 Modified UNE Rates</u>			
Authorization for filing: (Resolution #, Decision #, etc.) <u>General Order 171</u>			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> <u>TD_PAL@cpuc.ca.gov</u> Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2013

U 1001 C
 Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{\text{UNE}} &= \text{old price}_{\text{UNE}} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
 Index= 1.7 % -2.25% = -0.55%
 Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866-430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA- Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	interconnection2@sprint.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telegenex, Inc.	Sectional - see Comments	Anthony Zabitz	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabitz@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€” Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. 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 approval by such Commission.

Page 16 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

Page 17 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 18 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.72	4.69
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

Page 19 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA
AND
TW TELECOM OF CALIFORNIA L.P.



Signature: Tina DavisName: **Tina Davis**
Senior Vice President
and General CounselTitle: _____
(Print or Type)Date: 7/7/2014

tw telecom of california l.p.

By: tw telecom holdings inc., its general partner

Signature: Patrick DohertyName: **Patrick Doherty**
(Print or Type)Title: **DIRECTOR - REGULATORY**
(Print or Type)Date: 7-15-14Pacific Bell Telephone Company d/b/a AT&T
CALIFORNIA by AT&T Services, Inc., its authorized
agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	8402	7456	7178

Description	ACNA Code(s)
ACNA(s)	TIM

**AMENDMENT TO THE AGREEMENT
BETWEEN
TW TELECOM OF CALIFORNIA L.P.
AND
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T CALIFORNIA") (previously referred to as "Pacific Bell") and tw telecom of california l.p. ("CLEC"). AT&T CALIFORNIA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T CALIFORNIA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 17, 2003 and as subsequently amended (the "Agreement"); and

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 desire to clarify certain terms pertaining to CLEC to CLEC Cross-Connects and agree to amend the Agreement as follows:
 - 1.1 Until such time as AT&T CALIFORNIA can bill the EISCC charge as set forth in the Pricing Sheets for CLEC to CLEC Cross-Connects in unimpaired offices, AT&T CALIFORNIA agrees to modify the billing, for qualifying CLEC to CLEC Cross-Connects, via a quarterly true-up, beginning with the bill cycle following approval by the California Public Utilities Commission (Commission) of this Amendment.
 - 1.2 Provided AT&T CALIFORNIA complies with its obligations under this Amendment in issuing the quarterly true-up, and CLEC does not dispute the quarterly true-up credit issued by AT&T CALIFORNIA within ninety (90) days of being posted to the bill, CLEC waives any and all claims to any additional true-up credits for that quarter.
2. For purposes of this Agreement, the AT&T Notice information as set forth in Section 17.1.6 of the General Terms and Conditions has been changed to the following:

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

6. Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended.

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2014	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44032	Requested Effective Date: October 31, 2014	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Janet Arnold		regtss@att.com	(415) 778-1299
Certif.		regtss@att.com	(415) 778-1299
Fax No.: (415) 543-3766			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2015 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2014

U 1001 C
 Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
 Index= 1.5% - 2.25% = -0.75%
 Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networkx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks, (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	stthomas@tmnc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dw.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhn.com; Marva.Johnson@mybriighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Opt Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	07310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	01752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC Page 12 of 20	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfoosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc. Page 28 of 26	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	jmills@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

Page 14 of 20

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. 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 approval by such Commission.

Page 17 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

Page 18 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 19 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport			
(OANAD Terminology - Dedicated Transport)			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
(OANAD Terminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2015	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 430 Bush Street, 1st Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44894	Requested Effective Date: January 1, 2016	AL Tier I ☐ II ☐ III ☒	
Name:		Email Address:	Phone No.:
Filer: Richard Howell		regtss@att.com	(415) 778-1299
Certif.:		regtss@att.com	(415) 778-1299
Fax No.: (214) 486-1580			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 and if you have email capability, ALSO email to: TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2015

U 1001 C
 Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name

A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a
VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

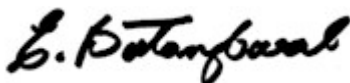
AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. - Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmillis@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newport Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@impulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com .
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€” Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State - Interconnection	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California (“AT&T”) and the California Association Competitive Telecommunications Companies (“CALTEL”) on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a “Party” and collectively as the “Parties.”

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission (“CPUC”) Decision 09-02-017 that established an indexing mechanism (“Indexing Settlement”). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL’s members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element (“UNE”) rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner’s Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner’s Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

- a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.
- b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

- c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.
- d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.
- e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.
- f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.
- g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.
- i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
- j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

- k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.
- l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.
- m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.
- n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

- p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

Settlement Agreement between
Pacific Bell Telephone Company d/b/a
AT&T California ("AT&T") and
California Association Competitive
Telecommunications Companies ("CALTEL")

- q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

Page 18 of 24

By: 
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")


By: _____
Printed Name: Sarah DeYoung
Title: Executive Director
Date: Sept. 30, 2015

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1, 2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. 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 approval by such Commission.

Page 21 of 24			
GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

Page 22 of 24	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.57

Page 23 of 24	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.65	4.60
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

Page 24 of 24	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA
AND
LEVEL 3 TELECOM OF CALIFORNIA, LP



Signature: eSigned - Gary Black, Jr.Signature: eSigned - William BockelmanName: eSigned - Gary Black, Jr.
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: VP-Carrier Relations
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 29 Dec 2016Date: 02 Jan 2017

Level 3 Telecom of California, LP

Pacific Bell Telephone Company d/b/a AT&T
CALIFORNIA by AT&T Services, Inc., its authorized
agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	8402	7456	7178,7718

Description	ACNA Code(s)
ACNA(s)	TIM

**AMENDMENT TO THE AGREEMENT
BETWEEN
LEVEL 3 TELECOM OF CALIFORNIA, LP
AND
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

This amendment ("Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Level 3 Telecom of California, LP ("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 January 17, 2003 and as subsequently amended ("Agreement"); and

WHEREAS, tw telecom of california l.p. has changed its name to "Level 3 Telecom of California, LP", and wishes to reflect that name change as set forth herein; 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 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 - Customer Information Services, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "tw telecom of california l.p." to "Level 3 Telecom of California, LP".
3. AT&T shall reflect that name change from "tw telecom of california l.p." to "Level 3 Telecom of California, LP" only for the main billing account (header card) for each of the accounts previously billed to tw telecom of california l.p. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Level 3 Telecom of California, LP affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by tw telecom of california l.p. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Level 3 Telecom of California, LP shall operate with AT&T under the "Level 3 Telecom of California, LP" name for those accounts. Such operation shall include, by way of example only, submitting orders under Level 3 Telecom of California, LP, and labeling (including re-labeling) equipment and facilities with Level 3 Telecom of California, LP. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANS),

and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. Lifeline and Link Up Services

- 5.1. 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.

6. Intercarrier Compensation

- 6.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, 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 B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

7. Forbearance

- 7.1. 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.

8. Customer Information Services (CIS)

- 8.1. With the exception of 8.3 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.
- 8.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
- 8.3. 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.
 - CIS.5 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.

CIS.6 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.

9. The Parties agree to add the following language as Section ZZ to the General Terms and Conditions of the Agreement.

ZZ. Joint and Several Liability

ZZ.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

10. The Parties agree to replace Section QQ from the Agreement with the following language:

QQ. Notices

QQ.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:

QQ.1.1 delivered by electronic mail (email).

QQ.1.2 delivered by facsimile.

QQ.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:

QQ.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section QQ.4 below.

QQ.2.2 delivered by facsimile provided CLEC has provided such information in Section QQ.4 below.

QQ.3 Notices will be deemed given as of the earliest of:

QQ.3.1 the date of actual receipt.

QQ.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.

QQ.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.

QQ.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	ATTN: General Counsel - Regulatory
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-4537
FACSIMILE NUMBER	(720) 567-2209

EMAIL ADDRESS	michael.mooney@level3.com

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP-Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.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.

QQ.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 QQ. 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.

QQ.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 QQ notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

QQ.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.

QQ.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.

QQ.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.

11. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

12. 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.
13. 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.
14. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
15. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
16. 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.
17. For all States except Arkansas, Ohio, California, and Wisconsin: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

EXHIBIT A
ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	3
2.0 Definitions	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 LISTINGS	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA).....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services	9

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 state requirements and 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 in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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 White Page Directories:
- 4.2.3.1 Subject to state requirements and 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 retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 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 products and services.
- 4.2.4.2 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.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 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.
- 4.2.7 Breach of Contract:

4.2.7.1 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.

4.2.8 General Conditions for Listings:

4.2.8.1 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.

4.2.8.2 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 SHEETS

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	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)				\$ 0.000700			MOU
2MR-AT	CA	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)				\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale